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*Titles and subtitles of the contract provisions are for the purpose of reference only. Titles and subtitles are not part of this Agreement and should not be considered in any subsequent interpretation of this Agreement.*



## **1 AGREEMENT**

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF RACINE UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "Board" or "District"), and the RACINE EDUCATION ASSOCIATION (hereinafter referred to as the "Association") this 20<sup>th</sup> day of January, 2004.

The Board and the Association recognize that providing a high quality education for the children of District is the most important objective. In achieving the objective, it is understood:

The Board is elected by the qualified electors of the District as the governing body of the District and possesses all powers delegated to a board of education or to a school district by the laws of the State of Wisconsin, together with the duties imposed thereby.

Providing a high quality education for the children of the District is a shared responsibility and it is recognized that teachers have the major role in direct contact with students;

THEREFORE, the high morale of the teaching staff, which depends on the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board, is a necessity.

Attainment of the objective of high quality education requires mutual understanding and cooperation between the Board and the Association. To this end, negotiations in good faith between the Board and the Association with a free and open exchange of views are desirable.

NOW THEREFORE, it is agreed as follows:

## **2 RECOGNITION**

### **2.1 Exclusive Bargaining Representative**

The Board recognizes the Association as the duly certified exclusive collective bargaining representative of all regular full-time and regular part-time certified teaching personnel employed by the District, but excluding on call substitute teachers, interns, supervisors, administrators, and directors, as described in the certification instrument (Case 1: No. 10094 ME-172: Decision No. 7053) as issued by the Wisconsin Employment Relations Board on the 28<sup>th</sup> day of April, 1965. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association, as above described, including certified teachers in special federal or state funded programs.

This provision is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of said collective bargaining agreement, and is not to be interpreted for any other purpose.

### **3 PROFESSIONAL NEGOTIATIONS**

#### **3.1 Board/Association Representatives**

Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by the committee, or designated representative or representatives.

#### **3.2 Negotiate Successor Agreement**

Beginning not later than January 1, the Board and the Association agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning wages, hours, and conditions of employment (provided written notice of desire to negotiate a changed agreement has been given by either party pursuant to the Duration Clause of this Agreement).

#### **3.3 Final Agreement**

The final agreement reached shall be binding on both parties and apply to all teachers, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the Association and the Board.

#### **3.4 Negotiation Sessions**

In order to facilitate negotiations between the Board and the Association, discussion sessions between representatives of the Board and the Association will be held in private unless open meetings are mutually agreed upon. This does not preclude keeping Association membership, Board members, and administrative staff informed as to progress of negotiations.

#### **3.5 Tentative Agreements**

When tentative agreements are reached, they shall be reduced to writing and shall have conditional approval pending ratification by the Board and the Association membership.

#### **3.6 Unauthorized Work-Stoppages**

##### **3.6.1 Resolve Differences/No Interruption of School Program**

The Board and the Association subscribe to the principle that differences affecting hours, wages and conditions of employment of teachers shall be resolved by the terms of this Agreement in keeping with the high standards of the profession and without interruption of the school program.

##### **3.6.2 No Strikes/Work-Stoppages**

Accordingly, the Association agrees that there should be no strikes, work-stoppages, or other concerted refusal to perform work by the teachers covered by this Agreement.

##### **3.6.3 Association Notice to Cease and Desist**

Upon notification by the Board of any unauthorized work-stoppage, the Association shall make public that it does not authorize such violation and will direct its members to cease and desist. Having given such public notice, the Association shall be freed from all liability for any breach of this Section.

## **4 TEACHER RIGHTS**

### **4.1 Statutory/Constitutional Rights**

The teachers and Association shall have and enjoy all of the rights and privileges granted to them by the Wisconsin Statutes and the Constitution of the United States.

### **4.2 Religious/Political Rights**

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

### **4.3 No Discrimination**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

### **4.4 Teacher Participation in Meetings, etc.**

Any teacher mutually scheduled to participate during working hours in negotiations, grievance procedures, conferences, or meetings shall suffer no loss of compensation.

### **4.5 No Requirement to Join Association, etc.**

Nothing contained in this Agreement shall require any teacher to be a member of or to participate in any association, labor organization, employee agency, or representation plan.

### **4.6 Academic Freedom**

#### **4.6.1 Endorsement of Academic Freedom**

The Board and the Association endorse the concept of academic freedom.

#### **4.6.2 Guarantee of Academic Freedom**

Academic freedom shall be guaranteed to teachers; no undue limitation, censorship, or artificial restraint shall be placed upon the study, investigation, presentation, or interpretation of facts and ideas.

#### **4.6.3 Teaching Controversial Subjects**

The Board and the Association recognize that children must have freedom to learn and staff have freedom to teach areas of knowledge related to the adopted curriculum, which includes teaching according to established Board policy areas considered controversial.

#### **4.6.4 Criticism of Curricular Material/Protection of Teacher**

A fair procedure shall be followed to safeguard the legitimate interests of parents, teachers, students, administration, and the community. Individuals wishing to criticize a teacher's presentation of curricular material or controversial issues may do so in writing to the building principal and/or Superintendent. At the request of the teacher or the Association, the Board shall provide without cost to the teacher the information and support necessary to protect the teacher's academic freedom.

## **4.7 Personnel Files**

### **4.7.1 Central Office Personnel File**

A teacher and/or his/her designated Association representative by appointment with the Executive Director, Human Resources shall have access to his/her personnel file located in Central Office within three (3) working days of the request.

### **4.7.2 Building Personnel File**

A teacher and/or his/her designated Association representative by appointment with his/her school principal shall have access to his/her school building personnel file within three (3) working days of the request.

### **4.7.3 Information not Accessible**

No teacher shall have access to the following material:

- 4.7.3.1** All information or material put into his/her file before date of his/her employment begins,
- 4.7.3.2** Recommendations for upgrading or change of position,
- 4.7.3.3** Confidential medical reports.

### **4.7.4 Teacher Response to Material**

A teacher may respond to any material in either file. Such response shall be included in the appropriate file.

### **4.7.5 Source of Material**

An administrator who places materials in a teacher's personnel file shall verify, upon request, the source of such material where it is not readily apparent.

### **4.7.6 Removal of Adverse Material**

With the exception of material put into a teacher's personnel file before his/her date of employment, recommendations for upgrading or change of position, medical or health reports, teacher evaluations and other material routinely kept in the ordinary course of business, any material adverse to a teacher will be removed from the teacher's personnel file after seven (7) years, upon the teacher's written request or before seven (7) years at the discretion of the Superintendent of Schools or his/her designee.

### **4.7.7 Complaints**

Any written complaint about a teacher or written material the teacher's principal or other supervisor deems derogatory shall be promptly called to the teacher's attention. The teacher may respond; his/her response shall be reviewed by the administrator, attached to the complaint or written material and included in the teacher's personnel file.

- 4.7.7.1** It is agreed by the parties that in instances where parents have oral complaints about a teacher, that the affected teacher be notified whenever feasible, and in all instances where the parents' concerns/complaints are addressed by an administrator in writing the teacher will first be given a meaningful opportunity to provide input for the response.

**4.7.8 Compliments**

Any written compliment relating to a teacher's job performance shall be promptly called to the teacher's attention and shall be included in the teacher's personnel file with the exception of compliments initiated by the Association or peers. However, these may be included at the District's discretion.

## **5 TEACHER DISCIPLINE PROCEDURE**

### **5.1 Notification to Teacher**

An administrator shall promptly notify a teacher verbally or in writing of any alleged failure to comply with policies, rules, or administrative directives of the District and, where appropriate, indicate a reasonable period for their correction. Where appropriate, progressive discipline shall be applied.

### **5.2 Notification to Association**

Any allegation in the form of written disciplinary charges that could, if proven true, result in loss of compensation or employment, will be copied and mailed to the Association.

### **5.3 Association Representation**

A teacher is entitled to have present an Association representative when s/he is subject to warning or discipline. This excludes help sessions or meetings at which concerns are being investigated in order to make a preliminary determination whether formal disciplinary charges are warranted. After receiving written notification the Association will have a representative present at all meetings with the administration relevant to such disciplinary charges, even if the teacher is not subject to warning or discipline at that time.

### **5.4 Good Cause and Due Process**

No teacher whose employment has become permanent shall be discharged, suspended without pay or denied a pay increment, without good cause and due process. No teacher whose employment has become permanent shall be reprimanded without good cause and the opportunity to respond to such reprimand in writing.

### **5.5 Suspension/Administrative Action to Teacher**

When, in the judgment of the Superintendent of Schools or his/her designee, a condition or situation arises that immediately affects a teacher's ability to function effectively in his/her assignment, the Superintendent of Schools or his/her designee may suspend such teacher with or without pay or take other appropriate administrative action.

### **5.6 Teacher Child Abuse Allegations**

#### **5.6.1 Preliminary Investigation**

If allegations are made that a teacher has committed child abuse, the District will conduct an immediate preliminary investigation to determine whether there is a reasonable suspicion that such allegations are true. If such determination is made, the matter will be reported as required by law.

#### **5.6.2 Suspension With Pay**

If it is determined that there is reasonable suspicion of child abuse, the District will suspend the teacher with pay, unless it is impractical to do so and the District believes there is no immediate danger to any student, and will conduct a formal investigation in order to determine if a reasonable belief exists that such child abuse did occur. In the case where a reasonable belief exists, the District will prepare a charging document and give notice of a due process hearing prior to any disciplinary action being considered.

**5.6.3 Notification to the Association**

The District will notify the Association that the teacher has been suspended and state the general reasons why.

**5.6.4 Reinstatement**

If the District's investigation shows that administrative charges shall not be filed, the District will notify the teacher and the Association of that fact and reinstate the teacher to his/her regular duties.

**5.6.5 Privacy**

The investigation will be handled as discreetly as possible since the allegations themselves, even if determined to be unfounded, can be damaging to a person's professional reputation.



## **6 TEACHER PROTECTION**

### **6.1 Assault Report**

A teacher who is assaulted in the course of his/her employment shall make a report about it to his/her principal on a form provided by the Board. Forms are available in the principal's office. The principal shall send a copy of the form to the Student Services Office, which shall send a copy to the Association.

### **6.2 District Assistance to Teacher**

A teacher shall be informed immediately of his/her rights and obligations with respect to such assault, and informed that the District will provide assistance by obtaining relevant information from the police or principal, by accompanying the teacher in court appearance, and providing other reasonable help.

### **6.3 Complaint Filed with Police**

If the teacher wishes to file a complaint, the principal shall call the police to investigate the assault. The principal will call the police to investigate if the teacher is physically unable to tell the principal whether s/he wishes to file a complaint.

### **6.4 Criminal/Civil Proceeding Against Teacher**

If criminal or civil proceedings are brought against a teacher alleging s/he committed an assault in connection with his/her employment, the Board shall provide the teacher all assistance necessary pursuant to Wisconsin Stats., sec. 895.46.

### **6.5 Absence Due to Assault/Additional Sick Leave**

A teacher who is absent as a result of being injured by an assault in the course of his/her employment will receive one hundred thirty (130) days additional sick leave without loss of pay, which shall be taken for this purpose before the teacher's sick leave defined in subsections 21.1 and 21.2. The Board's medical consultant may monitor the use of such sick leave in order to determine whether it is used appropriately.

### **6.6 Security Inservice Committee**

A security inservice committee consisting of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Association will be created within a reasonable period of time after this Agreement becomes effective. The committee will develop an inservice program for educational assistants functioning as school security and will present it to the Board for its approval, disapproval or modification.

## **7 TENURE & FAIR DISMISSAL**

### **7.1 Probationary Teachers**

All teachers shall be employed on probation until the tendering of the fourth contract. Then their employment shall be permanent except as provided hereinafter in this Section or as otherwise provided in this Agreement. A probationary teacher may be terminated without good cause. A probationary teacher whose employment is terminated by the Board during the school year, excluding contract nonrenewal, shall receive two (2) weeks severance pay at the discretion of the Executive Director for Human Resources.

### **7.2 Good Cause for Discharge of Teacher**

No teacher whose employment has become permanent shall be refused employment, or discharged except for inefficiency, immorality, willful violation of the provisions of this Agreement, inadequate teaching, failure to reasonably comply with administrative rules or policies, or for other good cause as stated in a written charge based on fact.

### **7.3 Discharge of Teacher**

The discharge or refused employment of a teacher shall be subject to the grievance procedure starting at Level Two (subsection 9.3.2) or at Level Three (subsection 9.3.3) if prior hearing before the Board had been held pursuant to Wis. Stats. 118.22 and/or in consideration of due process of law rights.

### **7.4 Tenure**

A teacher will achieve tenure as provided in Section 7.1.

### **7.5 Regaining Tenure**

Tenure will be continued for a teacher who, once having gained tenure, returns from a leave of absence. Teachers who formerly held tenure in the District and are re-employed may regain tenure prior to the fourth year of re-employment at the discretion of the Superintendent and the Board. This Section does not apply to any teacher who terminates employment except as noted above.

### **7.6 Probation Period for Part-Time Teachers (more than half-time)**

Part-time teachers who teach half-time or more shall be employed on probation. After continuous and successful probation of three (3) years and the gaining of the fourth contract, their employment shall be permanent except as may be provided in this Agreement.

### **7.7 Probation Period for Part-Time Teachers (less than half-time)**

Part-time teachers who teach less than half-time shall be employed on probation, but after continuous and successful probation of five (5) years and the gaining of the sixth contract, their employment shall be permanent except as may be provided in this Agreement.

## **8 BOARD RIGHTS**

### **8.1 Board Responsibility and Authority**

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law; therefore, it is understood the Board retains, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin, and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, school organization, facilities, and instructional programs.

### **8.2 Limitation of Board Rights**

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **9 GRIEVANCE PROCEDURE**

### **9.1 Grievance Claim**

A grievance is a claim which alleges that one or more provisions of this Agreement or established District policy has been incorrectly interpreted and applied. Such claim must be based on an event or condition which affects wages, hours and/or conditions of employment of one or more teachers.

### **9.2 Purpose of Grievance Procedure**

The purpose of this procedure is to secure equitable solutions to the problems which from time to time arise, affecting the welfare or working conditions of teachers.

### **9.3 Processing of Grievances**

Grievances of teachers will be considered and processed in the following manner:

#### **9.3.1 Level One – Principal, Supervisor or Assistant Superintendent**

##### **9.3.1.1 Informal Discussion**

A teacher who believes s/he has cause for a grievance will orally discuss the matter with his/her principal or supervisor with the objective of resolving the matter informally at the lowest possible administrative level. In appropriate cases, the assistant superintendent will be the Level One administrative person to be contacted. If there is a failure to resolve the matter informally, the aggrieved teacher may present his/her grievance in writing to the same person such was discussed with orally, either directly or through the Association's designated representative.

##### **9.3.1.2 Group/Class Grievance (Level One)**

The Association's designated representative may submit in writing directly to the building principal or appropriate assistant superintendent a grievance affecting a group or class of teachers in that school.

##### **9.3.1.3 Time Limit to File Grievance**

If a teacher or the Association's designated representative does not present a grievance in writing at Level One within twenty (20) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered as waived provided the teacher or designated representative knew, or should have known, of the event or condition.

#### **9.3.2 Level Two – Board or Subcommittee of Board**

##### **9.3.2.1 Written Grievance**

If no satisfactory decision has been rendered within fifteen (15) school days after the teacher presented the written grievance in Level One, the aggrieved teacher may within five (5) school days thereafter file a written grievance with the Association's designated representative.

### **9.3.2.2 Referral to Board**

Within five (5) school days after receiving the written grievance, the Association's designee will refer it to the Superintendent of Schools for submission to the Board or Subcommittee of the Board.

### **9.3.2.3 Referral to Employee Relations**

One (1) week prior to the meeting of the Board or Subcommittee of the Board, the Executive Director/Counsel of the Employee Relations Department will meet with the Executive Director of the Association to review and discuss the grievance. This meeting will not extend the timelines for grievance processing.

### **9.3.2.4 Board Hearing**

Within twenty (20) school days after the Superintendent has received the written grievance, the Board or Subcommittee of the Board will meet with the aggrieved teacher and the Association representative for the purpose of resolving the grievance.

## **9.3.3 Level Three – Arbitration**

### **9.3.3.1 Teacher Notification to Association for Appeal**

If no satisfactory decision has been rendered within ten (10) school days after the first meeting with the Board, the aggrieved teacher may, within five (5) school days thereafter, request in writing that the Association's designee appeal his/her grievance to arbitration.

### **9.3.3.2 Association Notification to Board of Appeal**

If the Association decides the grievance is meritorious, it may within twenty (20) school days appeal the grievance to arbitration by notifying the Board in writing of such appeal.

### **9.3.3.3 Selecting an Arbitrator**

The arbitrator will be agreed upon by the Superintendent or his/her designee and the Association. If there is a failure to agree on an arbitrator within ten (10) school days after the written notice of appeal, the Wisconsin Employment Relations Commission will be requested by either party to submit a list of five (5) persons suitable for selection as arbitrator. If the parties cannot agree to one person named on the list, the parties shall strike a name alternately, beginning with the Association, until one name remains. Such remaining person shall act as arbitrator. In subsequent selections, the parties shall alternate the first striking of a name.

### **9.3.3.4 Arbitration Decision Final**

The decisions of the arbitrator shall be final and binding on the Board, the Association, and any teachers involved.

### **9.3.3.5 Arbitrator Interpretation of Agreement**

The arbitrator may consider or decide only the particular issue or issues presented to him/her by the Board and the Association, and his/her decision must be based solely upon an interpretation of the provisions of this Agreement.

### **9.3.3.6 Arbitrator Expenses**

The expenses of the arbitrator, including the arbitrator's fee, shall be divided equally between the Board and the Association.

## **9.4 Group/Class Grievance (Level Two)**

The Association's designee may submit in writing directly to the Board or Subcommittee of Board a grievance affecting a group or class of teachers in more than one school; such grievance shall begin process at Level Two. However, if the Association's designated representative does not present such a grievance in writing to the Board or subcommittee of the Board within twenty (20) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered waived provided the designated representative knew, or should have known, of the event or condition.

## **9.5 Grievance Forms**

Forms for written grievances shall be jointly prepared by the Superintendent and the Association's designee and shall be given appropriate distribution to facilitate operation of the grievance procedure.

## **9.6 Written Grievances/Decisions**

Decisions respective to written grievances will be in writing and will be transmitted to the aggrieved and to the Association's designee. Written grievances must include a summary of the facts on which a grievance is based and shall identify the provisions of this Agreement which the party alleges have been incorrectly interpreted and applied.

## **9.7 Sole Remedy**

The sole remedy available to any teacher for any alleged violation of this Agreement or his/her rights hereunder shall be pursuant to the grievance procedure.

### **9.7.1 Representation**

Any aggrieved party or parties may be represented by themselves or at their option, by a representative selected by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## **9.8 Withdrawal/Processing of Grievance**

A grievance may be withdrawn at any level without establishing a precedent for the interpretation of any subsequent grievance. The Association may process any grievance through all of the grievance procedure even though the aggrieved party or parties do not wish to do so.

## **9.9 Extension of Time Lines on Grievances**

It is agreed that harmonious relations between the parties are most likely to exist where grievances are processed promptly and in good faith. Therefore, the number of days indicated at each level shall be considered a maximum, and every reasonable effort shall be made to expedite the process. It is recognized, however, that due to special circumstances, the parties may wish to extend the times provided at the various levels. When this occurs, an extension of time may be made by mutual agreement. All such mutual agreements to extend time shall be in writing. Grievances must be processed within the time limits established for each level or within the time agreed to in writing or they shall be settled on the basis of the last decision.

**9.10 Reduction of Time Lines on Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the levels of the foregoing grievance procedure by the end of the school year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a teacher, the parties agree to make a good faith effort to reduce the time limit set forth herein so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is feasible.

**9.11 Grievance Meeting Times**

Under the foregoing procedures, every effort will be made to have grievances processed at times which will not require a replacement for the teacher or teachers involved for the performance of normal teaching duties.

**9.12 No Reprisal for Filing Grievance**

It is understood that teachers filing grievances do so in good faith and that no reprisals will be taken against any participants in the grievance procedure.

**9.13 Scheduling of Arbitration Hearing**

The parties will make every reasonable effort to mutually schedule the arbitration hearing within sixty (60) days from the date that the arbitrator panel is received from the WERC.

**9.14 Counting of School Days for Grievances**

School days are set out in the regular school year calendar and summer school calendar.

## **10 STAFF UTILIZATION & WORKING CONDITIONS**

### **10.1 Class Size**

#### **10.1.1 Academic Subject Class Sizes**

Board policies on academic subject class sizes are subject to modifications for educational organization or specialized or experimental instruction, which shall not violate the intent set forth in such Board policies.

#### **10.1.2 Preparation Time (Elem. Teachers)**

In elementary schools, the principal, working with the teaching staff, shall determine the staffing pattern and staff utilization of the school within the Board's teacher-student ratio policy; so long as students receive the instructional time designated by the Board, the principal, working with the teaching staff, may utilize staffing patterns so as to provide a minimum of one hundred forty (140) minutes per week individual teacher preparation time and/or educational assistants to assist teachers in or to assume supervisory duties.

##### **10.1.2.1 Provide the Association**

Prior to the commencement of each regular school year, the District will provide the Association with the scheduled number of preparation time minutes for every teacher at each elementary school. The District will advise the Association of any material change to these numbers during the course of the school year.

#### **10.1.3 Class Size Overload Relief – Exclusion from Extra-Duty**

Regular elementary classroom teachers (K-5) whose class sizes exceed the building average by four (4) or more students following the third Friday of September will be relieved of extra duties (including but not limited to playground supervision, bus loading or unloading, and hall supervision) until the end of the quarter in which such excess occurs.

##### **10.1.3.1 Counting Children for Overload Relief**

For purposes of this section, children will be counted in accordance with the elementary staffing ratio as set out in Board policy.

#### **10.1.4 Increasing Preparation Time (Elem. Teachers)**

During the length of this Agreement, the Board shall for the purpose of increasing preparation time for elementary teachers, remove from the Board's elementary teacher-student ratio the following Full-Time Equivalency (FTE) teacher for the following Full-Time Equivalency student enrollment:

<b>FTE Student School Enrollment</b>	<b>FTE Teacher Removed from Ratio</b>
150 - 250	0.4
251 - 350	0.6
351 - 450	0.8
451 - 550	1.0
551 - 650	1.2
651 - 750	1.4
751 - 800	1.6



**10.1.5 Use of Educational Assistants**

The school administration, working with the teaching staff, shall determine the use of educational assistants in supervisory duties.

**10.1.6 Academic Class Size for Half-Length Classes**

In cases where teachers are assigned half-length classes (classes whose duration is half of an instructional period); student enrollment in each half-length class will conform to academic class size provisions as stated in this Section.

**10.1.7 Class Size Overload Relief – Assignment of Educational Assistant****10.1.7.1 Class Load**

Primary elementary teachers (grade K-3) who have class loads exceeding twenty-eight (28) (FTE as calculated in Board policy 4115.2) may, at the teacher's option, have an educational assistant assigned to that teacher's classroom. Intermediate elementary teachers (grades 4-5) who have class loads exceeding thirty (30) (FTE as calculated in Board policy 4115.2) may, at the teacher's option, have an educational assistant assigned to that teacher's classroom. The count will be made after the third Friday in September when official reporting counts are calculated. If the class load drops below the required number, the assignment of the assistant would continue only for the duration of the semester in which the overload occurs, unless the class is subsequently split.

**10.1.7.2 Time Line for Assignment of Assistant**

After a teacher qualifies for an assistant and makes known his/her willingness to accept such assistant, the District will assign such assistant as soon as practical but not to exceed three (3) weeks. No assignment will be made after April 15 of any year.

**10.1.7.3 Exclusion of P-5/Optional Schools**

P-5 schools and optional schools would be excluded from the above requirements as long as the staffing pattern and planning time schedules are reasonably comparable to those utilized in those particular schools during the 1989-90 school year.

**10.1.8 Determining Building Average/Individual Class Size**

The parties have agreed to the following interpretation of Board policy 4115.2 for purposes of determining class overload relief:

A count of students shall be taken the 3<sup>rd</sup> Friday of September and one (1) week before the beginning of the second and third quarter of each school year in each primary elementary school, and used as the basis for determining whether class overload relief would be appropriate for each quarter.

The method for determining the building average and individual class size would be as follows:

**10.1.8.1 Individual Class Size**

The total number of students in each regular, elementary classroom shall be determined by adding the number of regular students to the number of special education students who are mainstreamed fifty percent (50%) or more of their weekly time in

the regular class, to one-half the number of special education students who are mainstreamed less than fifty percent (50%) of their weekly time in the regular class.

#### **10.1.8.2 Building Average**

Section 10.1.3 of the labor agreement is currently not being utilized because of section 10.1.11.6. In the event section 10.1.3 of the labor agreement again becomes operative, the parties will meet to discuss how the building average is to be calculated. In the event the parties cannot reach agreement on this issue, the parties agree to select an arbitrator in the manner set out in section 9.3.3.3. of the Labor Agreement. The parties will each submit to the arbitrator, in writing, a method to determine the building class average. A hearing will be held in which either party may present any relevant evidence on this issue. Briefs may be submitted and the arbitrator will determine which method of averaging is in the best interest of the District.

#### **10.1.9 Distribution of Students to Classes**

In assigning students, educational assistants and/or additional teachers in a primary elementary school, pursuant to section 10.1.7 the following method would be followed:

##### **10.1.9.1 K-3 Level**

At the K-3 level, the principal will equitably distribute students between the teachers at each grade level. When the class load in any class exceeds twenty-eight (28) (FTE as calculated in Board policy 4115.2), the principal may, after assigning an educational assistant, continue to assign students to the class until the class exceeds the maximum limit of thirty (30) (pursuant to Board policy 6151), and then must assign excess students to the remaining classrooms at that grade level in the event the District does not choose to assign an additional teacher to that building.

##### **10.1.9.2 4-5 Level**

At the 4-5 level, the principal will equitably distribute students between the teachers at each grade level. When the class load in any class exceeds thirty (30) (FTE as calculated in Board policy 4115.2), the principal may, after assigning an educational assistant, continue to assign students to that class until the class exceeds the maximum limit of thirty-two (32) (pursuant to Board policy 6151), and then must assign excess students to the remaining classrooms at that grade level in the event the District does not choose to assign an additional teacher to that building.

#### **10.1.10 Implementation of Sections 10.1.8 and 10.1.9**

The District agrees to direct its building principals to implement this resolution at the beginning of the 1991-92 school year, and, upon request, to make the student counts available to the Association in a reasonable time after the third Friday enrollment period.

#### **10.1.11 Specialists**

##### **10.1.11.1 Full-Time Specialists**

The District agrees to employ sufficient art, music and physical education specialists to enable the District to assign at least one (1) full-time specialist to each elementary school in each of the foregoing subject areas. The assignment of said specialists shall be for the purpose of providing additional planning time for teachers in those

schools which did not have full-time specialists during the August 25, 1988 – August 24, 1990 Agreement.

#### **10.1.11.2 Part-Time/Traveling Specialists**

The District will only be required to provide part-time or traveling specialists, according to a formula to be arrived at by mutual agreement between the Executive Director for Human Resources and the Executive Director of the Association, for Caddy Vista, Wind Point, Winslow and Mitchell elementary schools.

#### **10.1.11.3 Art and Music Project Specialists**

The art and music project specialists currently employed by the District will not rotate from school to school but will be assigned to a particular school or schools (if split) and the art and music special projects will be incorporated into the regular curriculum or discontinued. The art and music project specialists currently employed by the District will not be subject to the provisions of section 15.3 but will have the right to exercise their preferential choice of the new assignments available.

#### **10.1.11.4 Specialists Use of Carts**

Art and music specialists who, because of classroom shortages, may be required to teach from a cart shall be provided with a cart that is manageable, convenient and equipped in accordance with reasonable and practical specifications to be agreed upon between the Executive Director of the Association and the Associate Superintendent, Teaching and Learning Division.

#### **10.1.11.5 Exclusion of P-5/Optional Schools**

P-5 schools and optional schools would be excluded from the above requirements as long as the staffing pattern and planning time schedules are reasonably comparable to those utilized in those particular schools during the 1989-90 school year.

#### **10.1.11.6 Language Inoperative**

It is further understood that section 10.1.3 of the labor agreement will be inoperative as long as the class load language in section 10.1.7 remains in effect. If such language is not renewed in a successor contract to the 1990-92 labor agreement or sunsets during a contract hiatus, section 10.1.3 again will become effective.

#### **10.1.12 Early Childhood through 12<sup>th</sup> Grade Special Education**

The Board shall make every reasonable effort to assign fair and equitable workloads to all special education staff.

### **10.2 Teacher Starting and Ending Times**

All teachers are expected to be in their respective rooms or assigned places at least eleven (11) minutes before the time for the tardy signal. Teachers are expected to be present and performing their teaching duties during the time that pupils are required to be there according to the hours of school as presently established by the Board. Teachers in secondary schools shall be available for a period of at least fifteen (15) minutes after regular pupil dismissal. In elementary schools the teachers shall be available for a period of at least ten (10) minutes after regular pupil dismissal. In elementary schools the principal, on an equitable basis, may assign a portion of the teaching staff responsibilities related to pupil dismissal for a fifteen (15) minute period immedi-

ately after regular pupil dismissal. Teachers not so assigned shall be free to leave the building for the day following the elapse of ten (10) minutes after regular pupil dismissal.

### **10.3 Three Prep Limitation**

#### **10.3.1 Number of Preps (Middle/Senior)**

Every effort will be made to limit the middle and senior high school teaching assignment to no more than two (2) subject areas or no more than three (3) preparations per day at the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grade levels.

#### **10.3.2 Subjects Exempt from Three Preps**

Teachers assigned full-time in the middle and senior high schools to the subject areas of music, speech and drama, foreign language, special education, industrial arts, home economics, computer programming and Walden III School shall not fall under the limits of this section so long as one hundred percent (100%) of their assignment is limited to that subject area or Walden III School.

#### **10.3.3 Foreign Language Combined Classes**

Teachers of foreign language may be assigned combined classes [two (2) levels of the same subject] so long as these assigned classes are advanced level classes and the total number of students in any combined class does not exceed twenty-five (25). The parties agree that waivers may need to be negotiated in some instances in level 4 and 5 foreign language classes.

#### **10.3.4 Sixth Grade Preparations**

The teaching of a sixth grade block shall be considered no more than one (1) preparation and no more than one (1) specific subject area. As used herein, a sixth grade block is defined as a sixth grade assignment, during which a number of subject areas such as reading, language arts, penmanship, library, spelling, guidance, social studies, science and health may be taught.

### **10.4 Assignment of Instructional/Preparation Periods**

#### **10.4.1 High School Teacher Assignments**

Teachers in high school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition, teachers may be assigned to a study center/resource center limited to one (1) semester per school year. The remaining portion of the regularly scheduled day will include the teacher's lunch period, homeroom assignment and general supervisory duties.

#### **10.4.2 Middle School Teacher Assignments**

Teachers in middle school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition, teachers may be assigned a non-instructional period which could include instructional planning (team, department, group planning) and an advocacy responsibility (conference with students, parents, records updates, etc.). The remaining portion of the regularly scheduled day will include the teacher's lunch period, study center assignment and general supervisory duties.

### **10.4.3 Pay for Additional Instructional Period**

A teacher who is assigned an additional instructional period on a full-time basis shall be compensated at the rate of one-fifth (1/5) his/her regular salary, excluding extra-duty compensation.

### **10.4.4 Pay for Substituting During Prep Time**

An elementary or secondary teacher who is assigned to substitute during his/her preparation period shall be compensated at the rates set out below per minute for such time spent substituting effective with the ratification of the agreement by both parties. The rates are based upon the number of substitutions each week.

Rate A:	First time substituting in a given week (Monday-Friday)
Rate B:	Second time substituting in the same week.

Rate A:	First time	.34
Rate B:	Second time	.51

## **10.5 Building/Departmental/Subject Area Meetings**

Teachers, unless excused for a valid reason may be required by an administrator to attend the following meetings outside the regular student day: M-Team and IEP meetings, 504 meetings, Student Support Team meetings, Inservice/Staff Development meetings, building staff meetings, departmental meetings and subject area meetings called by Curriculum and Instruction Supervisors/Director of Special Education and Special Education Supervisors. However, the District agrees to reschedule M-Team meetings, IEP meetings, and 504 meetings that are scheduled on short notice and that interfere with prior teacher commitments. Any teacher required to attend more than thirty (30) hours per school year in these required meetings will be compensated at twenty-five cents (25¢) per minute for all additional time and will only be required in the event of an emergency.

**10.5.1** Teachers who work and are paid for less than full-time, shall have the required number of Section 10.5 meetings reduced by the percentage of time worked and paid. The appropriate administrator will determine which meetings are required. If the part-time teachers are required, for any reason, to attend a greater percentage of said meetings, they shall be compensated according to Section 10.5.

**10.5.2** Tuesday's will be designated as building meeting days. Wednesdays will be designated as departmental meetings, subject area meetings, team leader/subject area representative meetings, central office administrations meeting days. Thursdays will be designated as Inservice meeting days. Other meetings identified in this provision can be held any day of the regular work week. However, the District agrees to reschedule M-Team meetings, IEP meetings and 504 meetings that are scheduled on short notice and that interfere with prior teacher commitments.

## **10.6 Maintenance of Facilities**

The Board will make every effort to properly equip and maintain the educational facilities of the District. Staff requests for facility improvements shall be channeled to the Board through the building principal. The Board shall make every reasonable effort to provide an adequate place in which to teach.

**10.6.1 Washrooms/Rest Areas**

It is the objective of the Board that all employees will be provided adequate and appropriate washrooms and rest areas.

**10.6.2 Room Assignment**

The Board shall make every reasonable effort to provide all teachers (including regular and special education teachers) with an adequate, secure and appropriate workplace within the resources of the teachers' assigned building.

**10.7 Mileage Reimbursement**

Reimbursements shall be made to itinerant professionals traveling between one school and another during the school day at the rate allowed by the Internal Revenue Service for personal automobile use for business purposes.

**10.8 Pay for Supervision/Chaperoning**

Teachers who are required to supervise or chaperone students after the teacher's regular day will be paid seventeen cents (17¢) a minute for time actually spent in such activities. A minimum of ten dollars and twenty cents (\$10.20) will be paid per event. Non-bargaining unit persons may be used to supervise or chaperone such activities. This provision does not apply to teachers in K-5 schools. Teachers in K-5 schools will not be required to supervise or chaperone students outside the teacher's regular day.

**10.9 Delivery of Supplies and Materials**

On "New Teacher Report" days, the District will make reasonable efforts to assure that all supplies and materials will be available at the schools for teacher utilization.

**10.9.1 Teacher Supplies and Materials**

There shall be no unreasonable restrictions placed upon teachers by principals who at their own expense may from time to time choose to supplement or add to the materials and supplies provided by the District. All supplemental supplies and materials must be discussed with and approved by the principal prior to their use.

## **11 STUDENT DISCIPLINE PROCEDURE**

### **11.1 Disruptive Students**

A teacher may identify to his/her immediate principal students who chronically disrupt his/her class and who do not respond to usual classroom teaching techniques. The District will decide whether to transfer a student to special facilities, depending upon the relative need for special placement and the amount of classroom space and staff available.

### **11.2 Student Discipline Procedure**

#### **11.2.1 Referral of Student to Administrator**

When a teacher refers a student to the office, s/he must supply necessary background information on a form to assist the administrator in making a decision about the referral. The student will not be returned to the classroom until the administrator communicates on the form with the teacher about the disposition of the referral. A disposition is the action taken to properly resolve the disciplinary matter. In the event that the disposition does not support the referring teacher, the administrator will give written reason(s).

##### **11.2.1.1 Referral of Students in Secondary Schools**

A student who is referred to the school office with a blue slip at the secondary schools will not be returned to the particular class from which s/he was referred until the administrator has notified the referring teacher of the blue slip disposition.

#### **11.2.2 Escorting Students to Office**

A teacher has the right to get District personnel to escort to the office students referred for disciplinary action.

#### **11.2.3 Chronic Student Misbehavior**

Before a teacher seeks to have a student excluded from a class because of chronic disruption, the teacher shall at least:

**11.2.3.1** Conduct a conference with the student, and

**11.2.3.2** Make reasonable effort to conduct a conference with a parent or guardian.

#### **11.2.4 Physical Restraint of Students**

A teacher may use reasonable and appropriate means, including the use of physical restraint, to prevent a threatened or continuing breach of discipline that is endangering the safety of others. Physical restraint will be used only when other means of preventing a breach of discipline or stopping its continuance have been ineffective.

#### **11.2.5 Teacher Self-Defense**

Self-defense means the use of such force as is necessary to protect oneself. Self-defense is permissible when a teacher finds it necessary to guarantee his/her safety.

**11.2.6 Dangerous Situations**

Teachers have no responsibility to insert themselves into situations they deem dangerous to their physical well-being. Teachers acting within the scope of their employment and in accordance with Board policy and State Law will be defended by the District if necessary because of their involvement in dangerous situations.

**11.2.7 Bar from Physical Contact with Students**

**11.2.7.1** The principals will give teachers who have scheduled contact with and a need to know, the names of students for which the teachers should exercise extreme caution before the students are touched.

**11.2.7.2** These students should not generally be touched unless the student is endangering himself/herself or others, carrying a weapon or other dangerous objects.

**11.2.7.3** The District will prepare, disseminate and update appropriate guidelines for dealing with students covered under 11.2.7.1 above.

**11.2.7.4** In all other situations, the rules regarding reasonable physical contact and restraint shall be those set out in the collective bargaining agreement, Board policies and the student code of rights and responsibilities.



## **12 TEACHER EMPLOYMENT & INDIVIDUAL CONTRACTS**

### **12.1 Appointment by Board**

Teachers are appointed by the Board upon recommendation of the Superintendent. Individual teacher contracts will be administered in accordance with the provisions of the Wisconsin Statutes.

### **12.2 Individual Teacher Contracts (Full-Time)**

Signing of the individual contract as it is written constitutes approval and agreement on the part of the teacher as to the proper placement on the "Basic Salary Schedule for Teachers."

### **12.3 Individual Teacher Contracts (Part-Time)**

Regular part-time teachers shall be issued individual teacher contracts according to their placement on the "Basic Salary Schedule for Teachers" adjusted to the percentage of time worked.

### **12.4 Individual Teacher Contracts (New Teachers)**

Teachers who have not been previously issued an individual teacher's contract and who are newly employed are placed on the "Basic Salary Schedule for Teachers."

#### **12.4.1 Less Than Three Years Experience**

Each teacher shall receive full experience for at least up to three (3) years experience.

#### **12.4.2 More Than Three Years Experience**

The Board shall establish the step placement of each teacher with more than three (3) years experience.

#### **12.4.3 Difficulties Recruiting Personnel**

In no instance shall placement exceed the teacher's total years of experience, unless the Human Resources Department determines in January of any year that it is having difficulties recruiting personnel in specific subject areas; in case of such determination, the Human Resources Department may specify the subject areas in which it is having difficulty in recruiting personnel and may thereafter, until the following December 31, grant teachers hired in those areas up to two (2) steps above their normal eligible step placement, which shall not extend above Step 14 on the "Basic Salary Schedule for Teachers."

#### **12.4.4 Probationary Period**

Upon satisfactory completion of a three (3) year probationary period, the teacher shall be placed on the appropriate step commensurate with previous experience.

### **12.5 Experience Credit – Vista/Peace Corps/National Teacher Corps**

A maximum of three (3) years experience credit on the salary schedule will be granted for satisfactory service in the armed forces, Vista, the Peace Corps, or National Teacher Corps, unless experience therein was used to gain certification as a teacher.

### **12.6 Individual Teacher Contract (Summer School)**

An individual summer school contract shall be issued to each teacher employed during the summer.

**12.7 Signing of First Individual Teacher Contract**

Information relevant to teachers signing their first contract with the District (12.2, 12.3, 12.4, 12.5 above) will be included in a letter accompanying this contract.

**12.8 Contract Specifications**

Contract specifications are as follows:

**12.8.1 Date Written**

Each contract shall be written according to the teacher's personnel file as of the regular March Board meeting.

**12.8.2 Step and Level**

The teacher's step and level will be stated in the contract.

**12.8.3 Salary**

Contracts shall specify the amount of salary paid for regular teaching duties.

**12.8.4 Commencement and Termination**

The commencement and termination of the contract shall be stated.

**12.8.5 Experience Credit**

Teachers issued an individual teacher contract before November 1 of a school year shall be credited with one (1) full year of experience on the "Basic Salary Schedule for Teachers" for the succeeding school year. Teachers employed after November 1 but before April 1 of a school year shall receive one-half (1/2) year of experience on the "Basic Salary Schedule for Teachers" for the succeeding school year. Teachers employed after April 1 of a school year shall be credited with no experience on the "Basic Salary Schedule for Teachers" for the succeeding school year.

## **13 LAYOFF PROCEDURES**

### **13.1 Reduction of Teachers**

In the event the number of teachers is reduced, the Human Resources Department will select teachers who shall be laid off without compensation according to the following:

#### **13.1.1 Tenured Teachers**

Teachers who have attained tenure and who are certified and qualified will be laid off in inverse order of their length of employment with the Board, with the teacher with the least length of employment being laid off first. Part-time teachers who have attained tenure shall have their experience prorated to full-time equivalency for layoff purposes. Where teachers have the same length of employment, the Human Resources Department will determine which teacher shall be laid off first.

#### **13.1.2 Non-Tenured Teachers**

As to teachers who have not attained tenure, the Human Resources Department shall select which non-tenured teacher shall be laid off. As between certified and qualified tenured and non-tenured teachers at any elementary grade level or secondary subject area, non-tenured teachers shall be laid off first.

#### **13.1.3 Minority Ratio**

Consideration will be given to minority teachers so that the ratio of minority teachers to white teachers shall be maintained at least at the same ratio that existed on March 16, 1977. In the event that laid off teachers are later recalled, the same consideration for the above ratio will be given.

#### **13.1.4 Layoff Notice**

The Human Resources Department will give thirty (30) days notice to teachers who are to be laid off.

#### **13.1.5 Recall of Teachers**

The Human Resources Department will recall teachers who are laid off on the basis of length of service, certification, experience and specialized competency. If such teacher refuses the position, his/her employment shall thereupon terminate immediately. Such recall shall be to the level and step the teacher would be at had the layoff not occurred. No new or substitute (long-term) appointments shall be made while there are teachers on lay-off status available who the Human Resources Department determines are qualified to fill the vacancies.

#### **13.1.6 Insurance Participation for Teachers on Layoff**

A teacher who is laid off may participate in the group hospitalization and surgical/medical benefit plan, dental and group life insurance plan provided s/he pays the full premium cost.

#### **13.1.7 Termination of Employment**

The employment of a teacher shall terminate two (2) years from his/her date of being laid off, if s/he is not otherwise recalled.

**13.1.8 New/Substitute Appointments**

No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies.

## **14 LENGTH OF SERVICE**

### **14.1 Definition of Length of Service**

Length of service means the length of continuous service with the District in a position requiring Professional Wisconsin DPI certification. Length of service will be measured in full-time equivalent years from the most recent date of employment. All part-time service is prorated to full-time equivalency. Length of service will not accrue during layoff or unpaid leave. Service beyond the regular school day and/or regular school year shall not count toward length of service.

### **14.2 Common Length of Service**

The District will provide the Association with a length of service computer printout each semester. Teacher length of service will be determined as defined in subsection 14.1. In the event teachers share a common length of service, alphabetical subscripts will be assigned each teacher by the District. (A through Z and then AA, BB, etc.) The District may select teachers sequentially, or, may elect to select any of those teachers sharing a common length of service.

## 15 TEACHER ASSIGNMENT & TRANSFER

### 15.1 Extra-Duty Selection

#### 15.1.1 Coaching Positions and Intramural/Extramural Positions

**15.1.1.1** Positions will be posted within the District.

**15.1.1.2** Qualifications for positions will be stated.

**15.1.1.3** Selection for coaching positions will be made from the two (2) teacher applicants with the greatest length of service in the District.

**15.1.1.4** Selection for intramural/extramural positions will be made from the two (2) teacher applicants from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

**15.1.1.5** Exceptions to the selection procedures for coaching positions shall exist for head basketball (boys and girls), head football, and head track (boys and girls). The District may select any applicant for these positions--in or out of District. If the District wishes to assign the selected coach to a teaching position in the building where the coaching assignment is made and no vacancy exists in the teaching area, another teacher will be transferred out. This transfer out will not be part of the annual seven (7) bullets the District has to displace teachers.

#### 15.1.2 Extra-Duty Positions

**15.1.2.1** Positions will be posted within the District.

**15.1.2.2** Qualifications for positions will be stated.

**15.1.2.3** Selection will be made from the two (2) teacher applicants with the greatest length of service from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

**15.1.2.4** Four (4) selections per year may be accomplished without regard to this procedure at the discretion of the Executive Director, Human Resources. Notification of any such exceptions made by the Executive Director, Human Resources shall be provided to the Association as promptly as feasible.

### 15.2 Probationary Teachers

Probationary teachers shall not be eligible for voluntary transfer.

### 15.3 Voluntary Assignment Criteria

The Board and the Association recognize it is desirable in making assignments to consider the interests and aspirations of teachers. Each further recognizes that an effective educational system requires a fair distribution of experienced teachers throughout the system. All voluntary assignments will be made on the basis of length of service, certification, experience, specialized competence and how these criteria can best meet the educational needs within the District. In the event these factors are determined to be substantially equal, the deciding factor will be length of service.

**15.3.1** Qualified teachers exercising transfer rights under Section 15.3 of the collective bargaining agreement take precedence over new hires regardless of the new hire's qualifications, sex, age or race.

#### **15.4 Vacancy Notices Posted**

Notices of any vacancy occurring in the bargaining unit will be posted in all buildings within five (5) school days after the Human Resources Department has officially received written notice of such vacancy. The notice shall set forth the job title, the location where the job is to be performed and the date after which applications will not be received. There shall be a ten (10) school day period from the date of posting to make application. Teachers who desire to make application must file a written request with the Human Resources Department on a form to be furnished by the District obtained through the Human Resources Department. The teacher selected for a position shall accept or reject the position within three (3) school days. A teacher may request appointment to no more than three (3) different assignments annually.

#### **15.5 Filling Vacancies (Mid-Year)**

Vacancies occurring during the first semester of a school year shall be filled after a voluntary request under procedures set out in subsections 15.3 and 15.4 above. The position made vacant by this transfer, although posted, may be staffed by a new teacher temporarily assigned and shall be permanently filled no later than the beginning of the next school year. Vacancies occurring during the second semester, will be temporarily staffed in the same manner. Except as stated in this section, all vacancies will be filled no later than the start of the next school year. The District may waive these time restrictions to make assignment at additional times if it deems such to be desirable.

#### **15.6 Teacher Displacement – Exemptions to Length of Service**

Transfers due to reduction in staff in any building at any grade level, subject area or department level, shall be accomplished by displacement of the teacher who has the least length of service in the District as defined in Section 14 except that any seven (7) transfers within the District per school year may be accomplished without regard to length of service at the discretion of the Executive Director of Human Resources. Notification of any such exceptions made by the Executive Director of Human Resources shall be provided to the Association as promptly as feasible.

#### **15.7 Voluntary Transfers**

A teacher granted a voluntary transfer may not request another assignment earlier than the end of five (5) academic semesters from the time of assignment, unless the five (5) semester waiting period is waived by the District.

#### **15.8 Involuntary Transfers – Super Length of Service**

In the event that no person applies for a posted vacancy, the Human Resources Department may involuntarily assign a qualified teacher to the position or hire a new teacher. If the assignment is involuntary, the teacher assigned will acquire Super Length of Service for the purpose of assignment after spending at least two (2) academic semesters in the position. Any portion of a semester shall be counted as a semester for the purpose of this section. This Super Length of Service will only be considered in any subsequent opportunity for voluntary transfer and will terminate after a transfer is made.

**15.9 Displaced Teachers – Posting for Vacancies**

A teacher who has been notified that s/he will be displaced is required to post for all vacancies for which s/he is certified and has taught within the District within the last five (5) years; notwithstanding the limitations in subsection 15.4 above. When a displaced teacher posts for an area/subject vacancy that s/he has not taught within the District within the past five (5) years a meeting shall take place between the Executive Director of Human Resources, the Executive Director of the Association, and the teacher affected at which time any party may object based upon qualifications and certification for the position(s) which will cancel the transfer request.

**15.10 Assignment of Displaced Teacher**

In the event a displaced teacher is not assigned through the posting process by the 15<sup>th</sup> of July, the teacher shall be assigned to a position held by a teacher with lesser length of service within his/her area(s) of certification.

**15.11 Team Teaching Assignment Criteria**

**15.11.1** Team teaching is defined as two (2) or more teachers working together full-time in a classroom setting.

**15.11.2** If there are insufficient volunteers for a full-time team teaching position in a building, the position will be posted as per section 15.5 and selected as per section 15.3 of the Teacher Labor Agreement. The posting will clearly state that it is a team teaching position. The teachers who will be teaming will make the decision as to how the class will be structured. The team will be responsible for all parent/teacher conferences, grade reports and daily attendance. Daily planning and/or weekly team meetings will occur depending on the structure of the class. Supervision will be assigned as a team with consideration given to protecting team planning. The team will be evaluated individually per section 16 of the Teacher Labor Agreement. Evaluation criteria will include both individual and team performance. The senior teacher on the team shall be the "Lead Teacher."

**15.12 Assignment/Transfer Walden III**

For assignment and transfer purposes, the Board and the Association agree to treat Walden III School as separate schools between middle and high schools.



## **16 TEACHER EVALUATIONS**

### **16.1 Teacher Evaluation Endorsement**

The Board and the Association endorse a program of frequent and productive teacher evaluation to improve teaching skills.

### **16.2 Teacher Orientation of Evaluation Procedures**

During the first four (4) weeks of employment, the principal or other supervisor shall orient all teachers regarding evaluation procedures and instruments.

### **16.3 Observation of New/Non-Tenured Teachers**

Reasonable efforts will be made to observe teachers in their first year of employment with the District for the purposes of classroom evaluation at least three (3) times before the end of their first semester of employment. Reasonable efforts will be made to observe other non-tenured teachers for the purposes of classroom evaluation at least three (3) times during the school year.

### **16.4 Observation of Tenured Teachers**

Reasonable efforts will be made to observe tenured teachers for the purposes of classroom evaluation.

### **16.5 Designated Evaluator**

One (1) administrator will be designated to evaluate a teacher. The teacher will be told who has been designated to evaluate him/her. The designated administrator shall coordinate his/her evaluations and observations and may utilize observations of other administrators in preparing an evaluation report.

### **16.6 Observation Time Limit**

Each classroom observation shall be made for a minimum of thirty (30) consecutive minutes.

### **16.7 Prior Notice of Observation**

All classroom observations of a teacher shall be conducted with the knowledge of the teacher. All classroom observations shall be conducted after twenty-four (24) hours prior notice unless the teacher consents to a waiver of such notice prior to the beginning of the class period to be observed.

### **16.8 Observation Report**

Each teacher shall receive a copy of a classroom observation report for each class period observed after the observation conference.

### **16.9 Observation Conference**

Classroom observations shall be followed by an observation conference between the observer and teacher within five (5) school days after the observations. During the conference, areas of concern shall be discussed, positive and negative points noted and specific suggestions for improvement made.

**16.10 Professional Difficulties**

A principal or observer may identify a teacher who is having professional difficulties with classroom management, instructional skills, or teaching effectiveness with students, and in that regard, shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty. Such suggestions may include, but are not limited to:

**16.10.1 Demonstration**

Demonstration in an actual classroom situation;

**16.10.2 Role Model**

Direction of the teacher toward a model for emulation, allowing opportunities for observations;

**16.10.3 Conferences**

Initiation of conferences between evaluator, observer(s), teacher, and appropriate director(s) of instruction, to develop plans directed toward improvement of classroom performance;

**16.10.4 Workshops**

Guidance of the teacher toward workshops;

**16.10.5 Observation**

Observation by the observers to note the day-to-day lessons and their interrelationships as well as the progress of the teacher.

**16.11 Teacher Response to Evaluation**

The evaluation form shall be completed and placed in the teacher's personnel file located in the Human Resources Department. The teacher may attach his/her response to the evaluation. The teacher shall be provided with a copy of the evaluation.

**16.12 Evaluation Instrument Changes**

Changes in the evaluation instrument will be made by the Board only after joint study with the Association.

## 17 SCHOOL CALENDAR

### 17.1 2003-04 School Calendar

S = # Student Days

Month	mon	tues	wed	thur	fri		S
<b>August &amp; September 2003</b>	NT	NT	ID	RT	RT	August 25 & 26 - New Teachers Report August 27 - Institute Day * August 28 & 29 - Returning Teachers Report September 1 - Labor Day September 2 - First Day of School	21
	LD	X	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					
<b>October</b>			1	2	3	October 30 & 31 - WEAC Convention Recess	21
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	TC	TC		
<b>November</b>	3	4	5	6	7	November 27 & 28 - Thanksgiving Recess	18
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	TR	TR		
<b>December</b>	1	2	3	4	5	December 22 - January 2 - Holiday Recess	15
	8	9	10	11	12		
	15	16	17	18	19		
	HR	HR	HR	HR	HR		
	HR	HR	HR				
<b>January 2004</b>				HR	HR	January 26 - Records Day End of 1 <sup>st</sup> Sem.  [1 <sup>st</sup> Semester - 90 days]	19
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	RD	27	28	29	30		
<b>February</b>	2	3	4	5	6		20
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
<b>March</b>	1	2	3	4	5		23
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
<b>April</b>				1	2	April 9 - 16 - Spring Recess	16
	5	6	7	8	SR		
	SR	SR	SR	SR	SR		
	19	20	21	22	23		
	26	27	28	29	30		
<b>May</b>	3	4	5	6	7	May 31 - Memorial Day	20
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	MD						
<b>June</b>		1	2	3	4	June 10 - Records Day End of 2 <sup>nd</sup> Semester (may be adjusted for contingent school days) June 11 - First Contingent School Day  [2 <sup>nd</sup> Semester - 90 days]	7
	7	8	9	RD	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30				
						<b>Total</b>	180

**17.1.1 2003-04 Summer School Calendar**

**S = # Student Days**

Month	mon	tues	wed	thur	fri		S
<b>June 2004</b>		1	2	3	4	June 18 - First day of summer school*	8
	7	8	9	10	11		
	14	15	16	17	X		
	21	22	23	24			
	28	29	30				
<b>July 2004</b>				1		July 5 - Observance of Independence Day No School July 29 - Last day of summer school*	16
	ID	6	7	8			
	12	13	14	15			
	19	20	21	22			
	26	27	28	X			
						<b>Total</b>	<b>24</b>

\*Summer school beginning and ending dates may be subject to change when it is necessary to adjust the regular school year because of contingent school days being utilized.

### 17.1.2 2003-04 Year Round Education Calendar – Janes

S = # Student Days (dates underlined indicate Intersessions)

Month	mon	tues	wed	thur	fri		S
July 2003		NT	NT	3	ID	July 1 & 2 - New Teacher Preparation Days	17
	RT	RT	X	10	11	July 4 - Observance of Independence Day	
	14	15	16	17	18	July 7 & 8 - Returning Teacher Days	
	21	22	23	24	25	July 9 - First Day of School for Students	
	28	29	30	31		July 24 - Open House	
August					1	August 1 - Last day of school prior to 1 <sup>st</sup> Intersession	1
	4	5	6	7	8		
	11	12	13	14	15	August 4 - September 1 - 1 <sup>st</sup> Intersession	
	18	19	20	21	22	Remediation or enrichment courses for enrolled students from August 4 - 13 (8 days)	
	25	26	27	28	29		
September	LD	2	3	4	5	September 1 - Labor Day	21
	8	9	10	11	12	September 2 - School Resumes	
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					
October			1	2	3	October 29 - 1 <sup>st</sup> Trimester Ends	21
	6	7	8	9	10	October 30 & 31 - WEAC Convention Recess	
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	TC	TC		
November	3	4	5	6	7	November 3 - 2 <sup>nd</sup> Trimester Begins	18
	10	11	12	13	14	Nov. 21, 24, 25, 26 - Parent/Tchr Conf. Kdg.	
	17	18	19	20	21	November 24, 25, 26 - Parent/Tchr Conf. Gr 1-5	
	24	25	26	TR	TR	November 27 & 28 - Thanksgiving Recess	
December	1	2	3	4	5	December 5 - Last day of school prior to 2 <sup>nd</sup> Intersession	5
	8	9	10	11	12		
	15	16	17	18	19	December 8 - January 4 - 2 <sup>nd</sup> Intersession	
	22	23	24	25	26	Remediation or enrichment courses for enrolled students from December 8 - 17 (8 days)	
	29	30	31				
January 2004				1	2	January 5 - School Resumes	20
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		
February	2	3	4	5	6	February 13 - Institute Day	18
	9	10	11	12	ID	February 26 - 2 <sup>nd</sup> Trimester ends	
	16	17	18	19	20	February 27 - Records Day 2 <sup>nd</sup> Trimester	
	23	24	25	26	RD		
March	1	2	3	4	5	March 1 - 3 <sup>rd</sup> Trimester begins	23
	8	9	10	11	12	March 4 & 5 - Parent/Teacher Conferences K-5	
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
April				1	2	April 2 - Last day of school prior to 3 <sup>rd</sup> Intersession	2
	5	6	7	8	9	April 5 - May 2 - 3 <sup>rd</sup> Intersession	
	12	13	14	15	16	Remediation or enrichment courses for enrolled students from April 19 - 28 (8 days)	
	19	20	21	22	23		
	26	27	28	29	30		
May	3	4	5	6	7	May 3 - School Resumes	20
	10	11	12	13	14	May 31 - Memorial Day	
	17	18	19	20	21		
	24	25	26	27	28		
	MD						
June		1	2	3	4	June 18 - 3 <sup>rd</sup> Trimester Ends - Last day of school for students	14
	7	8	9	10	11	June 21 - Records Day 3 <sup>rd</sup> Trimester	
	14	15	16	17	18		
	RD	22	23	24	25		
	28	29	30				
Trimesters						Total	180
1 <sup>st</sup> Trimester - July 9 - October 29 (60 days)						(Make-up days due to inclement weather will be made up at the end of the school year.)	
2 <sup>nd</sup> Trimester - November 3 - February 26 (61 days)							
3 <sup>rd</sup> Trimester - March 1 - June 18 (59 days)							

# 17.2 2004-05 School Calendar

S = # Student Days

= # Student Days							S
Month	mon	tues	wed	thur	fri		
August & September 2004	23	24	NT	NT	ID	August 25 & 26 - New Teachers Report August 27 - Institute Day * August 30 & 31 - Returning Teachers Report September 1 - First Day of School September 6 - Labor Day	21
	RT	RT	X	2	3		
	LD	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			
October					1	October 28 & 29 - WEAC Convention Recess	19
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	TC	TC		
November	1	2	3	4	5	November 25 & 26 - Thanksgiving Recess	20
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	TR	TR		
	29	30					
December			1	2	3	December 22 - 31 - Holiday Recess	15
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	HR	HR	HR		
	HR	HR	HR	HR	HR		
January 2005	3	4	5	6	7	January 24 - Records Day End of 1 <sup>st</sup> Sem.  [1 <sup>st</sup> Semester - 90 days]	20
	10	11	12	13	14		
	17	18	19	20	21		
	RD	25	26	27	28		
	31						
February		1	2	3	4		20
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28						
March		1	2	3	4	March 25 - April 1 - Spring Recess	18
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	SR		
	SR	SR	SR	SR			
April					SR		20
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
May	2	3	4	5	6	May 30 - Memorial Day	21
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	MD	31					
June			1	2	3	June 9 - Records Day End of 2 <sup>nd</sup> Semester (may be adjusted for contingent school days) June 10 - First Contingent School Day  [2 <sup>nd</sup> Semester - 90 days]	6
	6	7	8	RD	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			
						Total	180

**17.2.1 2004-05 Summer School Calendar**

**S = # Student Days**

Month	mon	tues	wed	thur	fri		S
<b>June 2005</b>			1	2	3	June 17 - First day of summer school*	9
	6	7	8	9	10		
	13	14	15	16	X		
	20	21	22	23			
	27	28	29	30			
<b>July 2005</b>	ID	5	6	7		July 4 - Observance of Independence Day No School July 28 - Last day of summer school*	15
	11	12	13	14			
	18	19	20	21			
	25	26	27	28			
						<b>Total</b>	<b>24</b>

\*Summer school beginning and ending dates may be subject to change when it is necessary to adjust the regular school year because of contingent school days being utilized.

### 17.2.2 2004-05 Year Round Education Calendar – Janes

S = # Student Days (dates underlined indicate Intersessions)

Month	mon	tues	wed	thur	fri		S
July 2004				NT	NT	July 1 & 2 - New Teacher Preparation Days	17
	ID	RT	RT	X	9	July 5 - Observance of Independence Day	
	12	13	14	15	16	July 6 & 7 - Returning Teacher Days	
	19	20	21	22	23	July 8 - First Day of School for Students	
	26	27	28	29	30	July 22 - Open House	
August	2	3	4	5	6	August 6 - Last day of school prior to 1 <sup>st</sup> Intersession	5
	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	August 9 - September 6 - 1 <sup>st</sup> Intersession	
	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<i>Remediation or enrichment courses for enrolled students from August 9 - 18 (8 days)</i>	
	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>		
	<u>30</u>	<u>31</u>					
September	<u>1</u>	7	8	9	10	September 6 - Labor Day	18
	13	14	15	16	17	September 7 - School Resumes	
	20	21	22	23	24		
	27	28	29	30			
October					1	October 28 & 29 - WEAC Convention Recess	19
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	TC	TC		
November	1	2	3	4	5	November 1 - 1 <sup>st</sup> Trimester Ends	20
	8	9	10	11	12	November 2 - 2 <sup>nd</sup> Trimester Begins	
	15	16	17	18	19	Nov. 19, 22, 23, 24 - Parent/Tchr Conf. Kdg.	
	22	23	24	TR	TR	November 22, 23, 24 - Parent/Tchr Conf. Gr 1-5	
	29	30				November 25 & 26 - Thanksgiving Recess	
December			1	2	3	December 3 - Last day of school prior to 2 <sup>nd</sup> Intersession	3
	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	December 6 - December 31 - 2 <sup>nd</sup> Intersession	
	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<i>Remediation or enrichment courses for enrolled students from December 6 - 15 (8 days)</i>	
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>		
	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>		
January 2005	3	4	5	6	7	January 3 - School Resumes	21
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31						
February		1	2	3	4	February 11 - Institute Day	18
	7	8	9	10	ID	February 24 - 2 <sup>nd</sup> Trimester ends	
	14	15	16	17	18	February 25 - Records Day 2 <sup>nd</sup> Trimester	
	21	22	23	24	RD	February 28 - 3 <sup>rd</sup> Trimester begins	
	28						
March		1	2	3	4	March 24 - Last day of school prior to 3 <sup>rd</sup> Intersession	18
	7	8	9	10	11	March 25 - April 22 - 3 <sup>rd</sup> Intersession	
	14	15	16	17	18		
	21	22	23	24	25		
	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>			
April					1	<i>Remediation or enrichment courses for enrolled students from April 4 - 13 (8 days)</i>	5
	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	April 25 - School Resumes	
	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>		
	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>		
	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>		
May	2	3	4	5	6	May 30 - Memorial Day	21
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	MD	31					
June			1	2	3	June 21 - 3 <sup>rd</sup> Trimester Ends - Last day of school for students	15
	6	7	8	9	10	June 22 - Records Day 3 <sup>rd</sup> Trimester	
	13	14	15	16	17		
	20	21	RD	23	24		
	27	28	29	30			
Trimesters						Total	180
1 <sup>st</sup> Trimester - July 8 - November 1 (60 days)						(Make-up days due to inclement weather will be made up at the end of the school year.)	
2 <sup>nd</sup> Trimester - November 2 - February 24 (60 days)							
3 <sup>rd</sup> Trimester - February 28 - June 21 (60 days)							



### **17.3 Special Days**

#### **17.3.1 Institute Day**

\* Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 1:00 p.m. If Institute Day is scheduled prior to the returning teacher days, the District will not reschedule it. If Institute Day falls between the returning teacher days and the Year End Records Day, the Board or its designee may reschedule Institute Day to any date between those two dates.

#### **17.3.2 New/Returning Teachers Reporting Days**

Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:00 p.m., exclusive of a one (1) hour lunch period, during the days listed as "New Teachers Report" and "Returning Teachers Report."

#### **17.3.3 Midyear Records Day**

Teachers will be obligated to be present at their assigned place from 8:00 a.m. until 12:00 p.m. Teachers may leave their assigned place at 12:00 p.m. provided that their records have been completed and submitted to their principal.

#### **17.3.4 Year End Records Day**

Teachers will be encouraged to be present at their assigned place at 8:00 a.m. Teachers who have completed their records and year-end responsibilities may check out beginning at 12:00 p.m.

#### **17.3.5 Open House Notice**

Open Houses, if conducted by the District, will be limited to one (1) per school each school year, and will not exceed two (2) hours in length. Open Houses will be scheduled to start no earlier than 6:00 p.m. and no later than 7:00 p.m. on a Monday through Thursday evening no sooner than the fourth week of each school year. The staff of each building will be notified of the date of that building's Open House by September 1<sup>st</sup> of each calendar year.

### **17.4 Changes to School Calendar Year**

#### **17.4.1 Extension of School Calendar**

The school year shall not be extended beyond the school calendar year, except by written agreement between both parties with salaries increased as prorated on the regular yearly salary of that contract. An exception to this will be in the event that either prom or graduation ceremonies are held beyond the school calendar. In those cases, teachers who are assigned to prom and/or graduation supervision will be paid a lump sum of \$40.00 for each assignment. The District has the option of assigning any high school teacher(s) to either activity, but no more than a total of thirty (30) teachers for graduation and seven (7) teachers for prom supervision, in any given high school. The teacher(s) must be notified of the assignment by April 1<sup>st</sup> of the year in question, and, except in the case of emergencies, shall tender any excuse for non-attendance, by May 1<sup>st</sup>. The District will not unreasonably refuse to honor excuses presented prior to May 15<sup>th</sup>.

## **17.4.2 Make Up Days Without Pay**

If school is closed prior to the time that teachers ordinarily report for work, due to emergencies, acts of God or inclement weather, teachers may be required to make up said day(s) without pay. Make up days will commence as of the next regular work day.

## **17.4.3 Make Up Days With Pay**

**17.4.3.1** When schools are open on a delayed start because of emergencies, acts of God, or inclement weather, all teachers are expected to be in their rooms or assigned places at least eleven (11) minutes before the time for the tardy signal.

**17.4.3.2** Any day that teachers are required to report to work shall be counted as a full work day. However, when emergencies, acts of God or inclement weather causes early dismissal or late start of students, teachers who are required to make up said day(s) or portions thereof, shall be paid an increase in salary, prorated according to their regular yearly salary. Proration shall be the yearly salary divided by the number of contract days. For purpose of this section a contract day is seven and one-half (7-1/2) hours. Make up days will immediately follow the end of the regular school year.

## **17.5 Summer School**

### **17.5.1 Summer School Courses**

The District will notify the Association on or before May 1<sup>st</sup> of each year of twenty-four (24) day summer school courses. The District will give notice to the Association of hours for the twenty-four (24) day summer school courses by May 1<sup>st</sup>.

### **17.5.2 Exceptions to Summer School Courses**

The District will notify the Association on or before June 1<sup>st</sup> of each year of any exceptions to the twenty-four (24) day summer school courses. Drivers' education and the Field Study and Earth Science Trips are excluded from these provisions.

## **17.6 Parent/Teacher Conferences**

### **17.6.1 Scheduling of School Days**

The Superintendent of Schools will schedule two and one-half (2-1/2) consecutive days (grades 1 thru 8) and twenty-four (24) hours (kindergarten) during regularly scheduled school days to assist teachers in conducting school parent/teacher conferences. Teachers are responsible for scheduling and conducting the conferences in such a manner as to adequately report pupil progress to parents.

#### **17.6.1.1 Parent/Teacher Conference Dates**

<b>2003-04</b>	classes above kindergarten	November 24 (p.m.), 25, 26
	kindergarten	November 21, 24, 25, 26
<b>2004-05</b>	classes above kindergarten	November 22 (p.m.), 23, 24
	kindergarten	November 19, 22, 23, 24

### **17.6.2 Parent Attendance**

Teachers shall adapt their schedule so that all parents will have the opportunity to attend the conferences.

### **17.6.3 Daily Conferences Completed**

Teachers may leave their schools when they have completed their conferences scheduled for the day.

### **17.6.4 Security in Building**

When parent/teacher conferences are scheduled after 4:00 p.m., the principal shall provide security for teachers in the school and as they go to their cars.

### **17.6.5 Other Meetings**

During the period when the Superintendent of Schools schedules school parent/teacher conferences, faculty, inservice, or IEP meetings shall not be held, except for emergencies.

### **17.6.6 Middle School Parent/Teacher Conferences**

Parent/teacher conferences at the middle schools will be as follows:

**17.6.6.1** Conferences will be held one-half (1/2) day on Wednesday, November 14, 2001 and all day on November 15 and 16, 2001. Dates for subsequent school years will be scheduled by mutual agreement unless and until the District decides not to hold formal parent/teacher conferences at the middle school level.

**17.6.6.2** Teachers will work over the two and one-half (2-1/2) days either preparing for or participating in conferences. It is expected that teachers will be prepared for conferences that will begin at 5 p.m. on Wednesday.

**17.6.6.3** Teachers will be available at school as follows:

**17.6.6.3.1** Wednesday – From early student dismissal until regular day student dismissal. This time will be utilized for preparation and not conferences. Parent/teacher conferences will be scheduled between 5 p.m. and 8 p.m.

**17.6.6.3.2** Thursday – Conferences or preparation for conferences between 8-11 a.m. and 1-3:30 p.m.

**17.6.6.4** Teachers, at their discretion, may schedule conferences by appointment on Friday between the hours of 8 a.m. and 12:30 p.m.

**17.6.6.5** All of subsection 17.6.6 will expire in the event the District decides to no longer hold formal parent/teacher conferences at the middle school level.

## **17.7 Pre-School Day(s)**

### **17.7.1 Pre-School Staff Meetings**

There will be no meetings held on the second pre-school returning teacher report day unless the Association furnishes a written waiver.

**17.8 Attendance at Meetings on Records Day**

On Records Day, the District will not require attendance at parent/teacher conferences, faculty inservice or IEP meetings except for emergencies.

**17.9 Starting Days**

The first three (3) weeks will reflect a three (3), four (4) and five (5) days student start, providing that September 1 falls on a Tuesday or Wednesday.

**17.10 Pay Days**

Teachers will be notified by September 1<sup>st</sup> of each calendar year of the dates on which the teachers will receive their biweekly salary. Teachers will be entitled to annually elect either a 22 or 26 pay option. Payments for summer school will be made on the 26 pay schedule. The District may, at its option, change the 26 pay periods option to 27 pay periods.

If an emergency prevents pay being made as scheduled, salaries will be paid on the next business day.

The District will not be responsible for late checks due to mail service delays.

**17.11 High School Exam Days**

If the building conducts exam days, teachers will be notified no later than the first day of each semester of the three (3) dates in each semester on which high school final exams will be conducted. These dates may be changed if the end of the semester is changed.

## **18 PROFESSIONAL COMPENSATION**

### **18.1 Salary and Extra-Duty Schedules**

The professional compensation for teachers shall be as set forth in the "Basic Salary Schedule for Teachers," the "Basic Salary Schedule for Psychologists," and the extra-duty job schedule as listed in this section. See Appendixes (Section 30 and Section 31) for the salary schedules.

### **18.2 Salary Schedule Credits**

#### **18.2.1 BA+12 and BA+24 Credits**

The additional 12 and 24 hours indicated for the BA+12 and BA+24 in the schedule "Basic Salary Schedule for Teachers" shall include semester hours of graduate credit only. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

#### **18.2.2 MA+12 and MA+24 Credits**

The additional 12 and 24 hours indicated for the MA+12 and MA+24 in the schedule "Basic Salary Schedule for Teachers" may include semester hours of graduate and/or undergraduate credit. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

#### **18.2.3 Course Approval for Upgrading**

With the exception of semester hours related to school administration, pupil personnel, or curriculum and instruction, only those additional semester hours beyond the BA and MA which are relevant to the teacher's responsibilities or assignment shall be counted for upgrading on the salary schedule. Prior approval for all courses to be taken for upgrading on the salary schedule must be obtained from the Executive Director for Human Resources.

### **18.3 Annual Salary Increments**

Teachers rendering satisfactory service shall receive annual salary increments until the maximum has been reached. An increment may be denied any teacher not fully performing the duties of his/her position. Any increment denied will be explained in writing to the teacher prior to tendering the contract for the subsequent year.

### **18.4 Salary Schedule Level Changes**

Teachers whose qualifications enable them to move from one level of preparation to the next higher level must give transcripts proving this to their principals who will forward them to the Executive Director of Human Resources. The Board acts on advancement at the October and March meetings. Resultant compensation changes are made retroactive to the first day of the semester in which the eligibility is established.

### **18.5 Salary Payments**

The salary to which a teacher is entitled under his/her individual contract will be paid in twenty-two (22) or twenty-six (26) equal installments except that for the 1998-99 school year, only, there shall be twenty-two (22) or twenty-seven (27) equal installments.

### **18.5.1 Extra-Duty Payments**

The District will pay extra-duty pay in biweekly installments on the pay dates set forth in Section 17.10 with said payments beginning no later than the end of the first full pay period following commencement of the performance of the duty and ending no later than the end of the first pay period following completion of the duty.

### **18.6 Compensable Extra-Duty Responsibilities**

Teachers who satisfactorily perform assigned extra-duty responsibilities which are in addition to their regular classroom duties and regularly assigned extra-curricular work will be paid additional compensation above the basic salary schedule as set forth in the schedule "Compensable Extra-Duty Responsibilities."

### **18.7 Salary Differential – Special Education Teachers**

#### **18.7.1 CDB/CDS Teachers**

Teachers who are fully certified by the Wisconsin Bureau for Handicapped Children and the State Department of Public Instruction will be paid a salary differential equivalent to two (2) steps above their normal eligible step placements when they are assigned to teach mentally handicapped children: Except that teachers whose employment commences after July 1, 1972, and who are assigned to teach cognitive disability-borderline or cognitive disability-severe students will be paid a salary differential equivalent to one (1) step above their normal eligible step placement; teachers whose employment commences after July 1, 1973, and who are assigned to teach cognitive disability-borderline or cognitive disability-severe students will not be paid a salary differential.

#### **18.7.2 EBD Teachers**

The additional two (2) step placement on the teacher salary schedule advantage given to special education EBD teachers for 1990-91 will be given to other District special education EBD teachers under the following conditions:

**18.7.2.1** The additional step(s) will be phased in starting with the 1991-92 school year.

**18.7.2.2** Current special education EBD teachers below step 6 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year and one (1) additional step at the start of the 1992-93 school year.

**18.7.2.3** Current special education EBD teachers from step 6 to step 12 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year.

**18.7.2.4** Special education EBD teachers receiving the additional step(s) advantage may not advance beyond step 14 of the teacher salary schedule.

**18.7.2.5** The additional step(s) advantage may only be received once.

**18.7.2.6** Special education EBD teachers who have received the additional step(s) advantage shall forfeit the additional step(s) if they transfer out of EBD.

**18.7.2.7** Special education EBD teachers at the Alternative Center shall receive the additional step(s) outlined in sections 18.7.2.2 and 18.7.2.3 except that they shall be implemented starting with the 1990-91 and 1991-92 school years.

## **18.8 Summer School/Curriculum Writing/Counseling Compensation**

The compensation for a teacher issued a summer school contract will be prorated at .0025 of his/her annual base salary per half day (4 hours). The daily rate for a teacher involved in preparing curriculum or in counseling will be .00375 of his/her annual salary.

**18.8.1** For purposes of secondary level (middle school, high school) summer school assignments, teachers who have taught regular school year courses in a particular subject area in the District (e.g., business education, science, English) will be given priority over teachers who have not. Teachers who are licensed in a particular subject will be given priority over those who are not.

### **18.8.2 Curriculum Writing Jobs**

**18.8.2.1** must be posted through Human Resources;

**18.8.2.2** must be posted for two (2) weeks;

**18.8.2.3** will be selected by appropriate C & I Supervisor or their superior.

### **18.8.3 Summer Inservice for Book Adoption**

Voluntary summer inservice for book adoptions would be paid at the summer school rate prorated hourly.

## **18.9 Salary Deductions**

Deductions from a teacher's salary because of absence not allowable shall be the yearly salary divided by the number of contract days for each day absent.

## **18.10 Work Beyond School Year Calendar Compensation**

A teacher who is assigned to work beyond the regular school year calendar shall receive pro rata payment based on his/her payment on the "Basic Salary Schedule for Teachers," except as provided elsewhere in this Agreement.

## **18.11 Extra-Duty Position Contract**

### **18.11.1 Supplemental Contract**

Teachers who are appointed to extra-duty responsibility positions, excluding intern supervisors, will be covered by the supplemental contract with respect to such position. The terms of the supplemental contract are subject to the terms of the Agreement.

### **18.11.2 Probationary Period**

A teacher who holds a supplemental contract for an extra-duty responsibility position may be removed from such position by the Board without application of the good cause standard, referred to in subsection 7.2, during a probationary period of two (2) years which shall exist from his/her date of appointment to such extra-duty responsibility position.

**18.12 Prorating Part-Time Experience**

If a part-time teacher is assigned to a full-time teaching position, the part-time experience shall be prorated to determine the full-time equivalency for placement on the "Basic Salary Schedule for Teachers."

**18.13 Counselor Compensation Days**

Prior to the beginning of any school year, the District may ask high school counselors to work on days not required of other teachers. These days will be on or during a period of no more than ten (10) work days prior to the new teacher reporting date. It is understood that this is an activity which is entirely voluntary on the part of the counselor and that payment will be in the form of an equal number of compensation days. The scheduling of these compensation days will be with the approval of the principal. Approval will be granted unless the absence would result in a curtailment of necessary counseling services.

**18.13.1 Number of Days**

Each high school will be allowed a maximum of eighteen (18) days per year.

**18.14 Extra-Duty Jobs Created During Term of Agreement or Hiatus**

**18.14.1** The parties acknowledge the District's right to create or eliminate extra-duty positions and its obligation to bargain the impact of same, including wages, with the Association.

**18.14.2** Within ten (10) days after the Executive Director of Human Resources takes action to create any new extra-duty position, the District will notify the Association of such fact. Thereafter, the bargaining representatives of the parties will engage in timely negotiations over the impact of such decision. All new extra-duty positions will be posted per Sec. 15.1.2 of the Agreement prior to such positions being filled.

**18.14.2.1** The District may temporarily fill a new extra-duty position for up to five (5) school days prior to posting, and through completion of the posting, selection and assignment process. The Executive Director of Human Resources and the Executive Director of the Association may agree to extend said five (5) day time period.

**18.14.3** In the event parties cannot reach agreement on rate for a particular extra-duty position after thirty (30) days of the creation of a new extra-duty job, said dispute will be subject to interest arbitration with the Arbitrator being selected from the WERC rather than the Commission's list of approved private arbitrators. Interest arbitration will be scheduled one time, at the end of each school year, and the pay rate for all newly created extra-duty jobs not already agreed upon will be arbitrated at that time.

**18.14.4** In making the decision, an arbitrator will be guided by the extra-duty compensation ratios set out in sections 18.17 through 18.19 of the Agreement, and in no event will the Arbitrator be authorized to exceed the highest rate set out anywhere in that section for any new extra-duty position.

**18.14.5** From the effective date of the new extra-duty position until the date of a wage rate agreement or arbitration award, the rate of compensation will be established and paid somewhere between those set out in sections 18.17 and 18.19. If necessary, said rate will be adjusted retroactively upon reaching an agreement or the issuance of an award.



**18.15. Testing Coordinator Extra-Duty Position**

**18.15.1** Each directing principal may elect to use a building staff member as testing coordinator for the WKCE or Terra Nova testing.

**18.15.2** The testing coordinator will work under the direction of a building administrator.

**18.15.3** Only internal building candidates will be considered for the position.

**18.15.4** The job must be posted and selection will be between the five (5) most senior.

**18.15.5** Compensation will be at the rate of 34¢ per minute for work outside the school day.

**18.15.6** Teachers performing this duty will submit their hours weekly to the administrator to whom they report.

**18.16 High School Classroom Teacher Lunchroom Supervision Extra-Duty Position**

**18.16.1** Positions will be for a minimum of twenty (20) minutes.

**18.16.2** Positions will be for a minimum of one (1) semester.

**18.16.3** The time and duration of a position will be stated in the posting.

**18.16.4** Compensation will be at a rate of 34¢ per minute. This does not include time going to or from the supervision station.

**18.16.5** Teachers applying for this position do so with the knowledge that this assignment may interfere with their duty-free lunch or preparation period. By accepting this position, the individual relinquishes any claim for consideration for loss of duty-free lunch or preparation period.

**18.16.6** These positions will be re-posted at the start of each semester.

**18.16.7** Teachers will only be compensated under this provision for work during their lunch or preparation period.

**18.16.8** The District will not issue extra duty contracts for the Lunchroom Supervision extra duty positions.

**18.16.9** The District agrees that the principal(s) in the applicable building(s) will write the successful applicant(s) a letter indicating his/her appointment to the position, the hours of work and the expectations of the assignment.

**18.16.10** The District agrees, upon request, to release a teacher from this extra-duty position, if s/he feels that this duty creates a hardship relative to his/her teaching schedule.

**18.17 Schedule Compensable Extra-Duty Responsibilities**

SCHEDULE  
COMPENSABLE EXTRA-DUTY RESPONSIBILITIES

	<b>Individual Contract Periods</b>	<b>Extra Compensation Ratio* (1.00 = MA+24)</b>
General Helping Teachers	10.25	.037
Subject Helping Teachers	10	.020
Music Helping Teachers	10	.025
Diagnosticians	10	.037
Helping Clinician	10.5	.037
Lead Social Worker		.044
Lead Guidance Counselor		.044
High School Department Chairperson	10	.044
High School Instrumental Music	10	.044
High School Instrumental Music Assistant	10	.029
High School Vocal Music	10	.044
High School Dramatics (per high school)**		
For 2 Major and 1 Minor Productions		
Director (each Major)		.020
Assistant Director (each Major)		.015
Director (Minor)		.015
Assistant Director (each Minor)		.010
For 1 Major and 1 Musical Productions		
Director (Major)		.020
Assistant Director		.015
Director (Musical)		.029
Assistant Director (Technical)		.020
Assistant Director (Vocal)		.020
Assistant Director (Instrumental)		.020
Assistant Director (Choreography)		.015
For 1 Major and 2 Minor Productions		
Director (Major)		.020
Assistant Director		.015
Director (each Minor)		.015
Assistant Director (each Minor)		.010
Middle School Dramatics (per school)**		
For 2 Major and 1 Minor Productions		
Director (each Major)		.014
Assistant Director (each Major)		.010
Director (Minor)		.010
Assistant Director		.007

	<b>Individual Contract Periods</b>	<b>Extra Compensation Ratio* (1.00 = MA+24)</b>
<b>For 1 Major and 1 Musical Productions</b>		
Director (Major)		.014
Assistant Director		.010
Director (Musical)		.020
Assistant Director (Technical)		.013
Assistant Director (Vocal)		.013
Assistant Director (Instrumental)		.013
Assistant Director (Choreography)		.010
<b>For 1 Major and 2 Minor Productions</b>		
Director (Major)		.014
Assistant Director		.010
Director (each Minor)		.010
Assistant Director (each Minor)		.007
<b>Summer Drivers' Education Program</b>		
Director (1 week before 1 week after program)		.212
Behind the Wheel**		.037
Classroom**		.047
Range & Simulator**		.047
<b>Elementary, Middle School, Senior High Team Leader</b>		
Less than five (5) teachers including team leader		.020
Five (5) or more teachers		.025
Unit Leaders (Multi-grade level)	10	.030
Elementary Adm. Assistants	10	.025
Elementary Specialty Coordinator		.036
At-Risk Coordinator		.044
Subject Area Coordinator		.062
(Includes Foreign Language, Home Economics, Industrial Arts, Vocational, Guidance, Math and Physical Education/Health)		
Bilingual Coordinator	10.5	.068
Foreign Language Coordinator	10.5	.062
Home Econ. Coordinator	10.5	.062
Industrial Arts Coordinator	10.5	.062
Vocational Guidance Coordinator	10.5	.062
Student Treasury Advisor	10	.040
Supervisor of Interns (1 intern semester)	10	.018
Debate	10	.020
Forensics	10	.020
School Social Worker (Certified)**	10	.027
Work Experience Coordinator	10.5	.020
Middle School Vocal Music		.020
Middle School Vocal Music Second Person		.010
Middle School Instrumental Music		.020
Middle School Instrumental Music Second Person		.010
Middle School Newspaper		.020
Middle School Yearbook		.020

**Extra Compensation  
Ratio\*  
(1.00 = MA+24)**

Middle School Student Government  
High School Student Government Advisor  
High School Science Team Coach\*\*

.020  
.010  
.020

Teachers conducting the summer courses "Field Studies in Earth Science" and "Wisconsin Walkabout" shall receive twice their daily rate of pay for each day the summer course is conducted.

Teachers involved in curriculum writing programs occurring outside of the regularly scheduled school day shall be compensated at eighty percent (80%) of their pro rata hourly rate for each hour of curriculum writing involvement.

Intramural Coordinator	.040
Intramural Supervisor (per activity)***	.020
Intramural/Extramural Coach	
Eight (8) week program	.025
Six (6) week program	.020
Academic Decathlon Advisor	.020
Home Work Center	.020
Mandatory After School Study Hall Monitor (M.A.S.H.)	.020
Voluntary After School Study Hall	.020
After School Testing	.020
Student Assistance Program Building Coordinator	.035
Student Assistant Stipend	\$14.50/hr
Magnet School Coordinator	.036
Year-Round Coordinator	.062
Mack Center/Racine Middle School Coordinator	.072

Ten (10) middle school subject representatives at each of the five (5) larger middle school's as follows:

Art/Foreign Language	.020
Business Education/Technical Education	.020
Home Economics	.020
Physical Education	.020
Music/Speech/Drama	.025
Math	.025
Language Arts/Reading	.025
Science	.025
Social Studies	.025
Special Education	.025

Elementary Staff Development Teacher	.036
Institute Day Inservice Presenter	\$40.00
(Excluding Staff Development Teacher(s) and providing the request to speak has been submitted on behalf of the District's Administration.)	
Testing Coordinator	.34¢/min
High School Classroom Teacher Lunchroom Supervision	.34¢/min
English Festival Coordinator	\$40.00/hr

Extra Compensation  
Ratio\*  
(1.00 = MA+24)

### P-5 POSITIONS

**Tutoring.** Two (2) teachers from each P-5 school would be assigned on a voluntary basis for after-school tutoring and would be paid at a rate of \$17 per hour, or portion thereof. Tutoring will not exceed five (5) hours per week. Assistants may be assigned to such tutoring sessions as part of their regular work day.

#### Coordinator/Specialists Rates

P-5 Coordinator/Teacher

.036

**Outposting/Overflow.** In the future, the parties will bargain upon request the impact of increased class loads of teachers in overflow schools where the increase is due to students displaced from P-5 schools.

**Inservice.** Teachers may be released from classroom duties for P-5 inservicing during regular school days. If inservicing is done after school, teachers who are being inserviced will be paid at the rate of \$14.50 per hour. Teachers as P-5 inservice presenters, will take a pay deduct and be paid \$300 per day for inservicing during the school day, or \$35.00 per hour after the school day. Coordinators do not get paid for inservice delivery, but do for receiving inservice.

**Clubs.** P-5 club advisors will be paid at the rate of .010. The foregoing rate was computed with the understanding that clubs will meet a maximum of 38 times per year. Clubs that meet less will have their club advisor pay reduced on a pro-rata basis. Teachers get first preference for such jobs on a voluntary basis.

- \* Extra Compensation Ratio: The percent by which the MA+24, 14<sup>th</sup> step is multiplied to give the annual extra compensation.
- \*\* These positions are not covered by extra-duty position contract referred to in subsection 18.11: Positions of high school dramatics, middle school dramatics, summer drivers' education program, school social worker (certified), and high school science team coach given a double asterisk to show the extra-duty contract does not apply to them.
- \*\*\* Maximum eight (8) positions per school. Activities to include soccer, volleyball, track, cross country, softball, basketball, etc.

**18.18 Extra-Duty Compensation Ratio – Senior High Head Coaches**

**EXTRA-DUTY COMPENSATION RATIO\***  
**Steps Based on Years of Coaching Experience**  
**Senior High School**

<b>Position</b>	<b>Step 1 (1-5 Yrs.)</b>	<b>Step 5 (6-10 Yrs.)</b>	<b>Step 10 (Over 10 Yrs.)</b>
Head Football	.072	.080	.088
Head Basketball	.065	.073	.081
Head Track	.063	.071	.079
Head Wrestling	.061	.069	.077
Head Gymnastics	.051	.059	.067
Head Swimming**	.051	.059	.067
Head Baseball	.041	.049	.057
Head Baseball - Summer	.063	.071	.079
Equipment Manager	.035	.041	.048
Head Volleyball	.032	.038	.045
Head Tennis	.032	.038	.045
Head Golf	.032	.038	.045
Head Softball	.041	.049	.057
Head Soccer	.041	.049	.057
Head Cross Country	.032	.038	.045
Head Cheerleader Advisor	.032	.038	.045
Head Pom Pon Advisor	.032	.038	.045

\* Extra Compensation Ratio: The percent by which the MA+24, 14<sup>th</sup> step is multiplied to give the annual extra compensation.

\*\* An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.

**18.19 Extra-Duty Compensation Ratio – Senior High Asst. Coaches**

EXTRA-DUTY COMPENSATION RATIO\*  
Steps Based on Years of Coaching Experience  
**Senior High School**

<b>Position</b>	<b>Step 1 (1-5 Yrs.)</b>	<b>Step 5 (6-10 Yrs.)</b>	<b>Step 10 (Over 10 Yrs.)</b>
Assistant Football	.044	.053	.062
Asst. Basketball	.041	.049	.057
Asst. Track	.048	.055	.063
Asst. Wrestling	.041	.049	.057
Asst. Gymnastics	.031	.039	.047
Asst. Swimming**	.031	.039	.047
Asst. Baseball	.032	.038	.045
Asst. Volleyball	.029	.034	.039
Asst. Tennis	.029	.034	.039
Asst. Softball	.032	.038	.045
Asst. Baseball Summer	.048	.055	.063
Asst. Soccer	.032	.038	.045
Asst. Golf	.029	.034	.039
Asst. Cross Country	.029	.034	.039

\* Extra Compensation Ratio: The percent by which the MA+24, 14<sup>th</sup> step is multiplied to give the annual extra compensation.

\*\* An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.

## 19 INSURANCE & RETIREMENT

### 19.1 Group Hospitalization Surgical Medical Plan

[Medical benefits and procedures (including subparagraphs 19.1.1.1 through 19.1.1.6 below) are not subject to the grievance procedure but may be appealed under section 14.5 of Attachment A.]

#### 19.1.1 Plan Language

The Board shall provide each eligible teacher [except where both spouses are employees, only one (1) shall be eligible for family coverage] an opportunity to participate in a group hospitalization and surgical/medical benefit plan (the "Plan"), comparable to "Attachment A." The benefits under the Plan shall equal or exceed the benefits described as the "Specific Benefit Provisions" attached hereto as "Attachment B" which was supplied by the Association, subject to the marked modifications and the following modifications and conditions:

##### 19.1.1.1 Terminology Used in Attachment B

Terms used in Attachment B (including, without limitation, the terms "co-payment," "coinsurance," "deductible," "stop-loss," "maximum aggregate benefit," "service," "covered service," "covered expense," "preauthorization," "mental health and substance abuse," "emergency room," "primary care provider," "primary provider network," "network," "outpatient service," "transitional service," "inpatient service," and "benefit period") shall be defined as set forth in the Plan.

##### 19.1.1.2 Reasonable and Customary Fees Terminology

The phrases "reasonable and customary fees," "reasonable and customary charges," and any similar phrase used in Attachment B, shall be defined to mean "Usual and Customary Charges," as defined in the Plan.

##### 19.1.1.3 Percentile Used in Determining Usual and Customary Charges

The percentile used for purposes of determining a "Usual and Customary Charge" under the Plan shall be the percentile specified and certified by the Association as the percentile used as of the date of this Agreement by the WEA Insurance Corporation.

##### 19.1.1.4 Clarification of References

In applying Attachment B, the terms "we" and "us" shall be defined to mean "the Plan," the term "our" shall be defined to mean "the Plan's," and the term "policy" (and variations thereof) shall be defined to mean "the Plan." Furthermore, the Plan Administrator, as defined in the Plan, or its delegate, shall act on behalf of the Plan. In addition, Attachment B shall be interpreted and applied in accordance with the procedures set forth in the Plan. All preauthorization or similar procedures described in Attachment B shall be applied in accordance with the procedures described in the Plan.

##### 19.1.1.5 Limitations

In addition to the limitations set forth in Attachment B, all benefits set forth in Attachment B shall be subject to the general limitation in the Plan that *"no Service...will be a Covered Service unless the Service is prescribed by a Physician and the Plan Administrator, or its delegate, finds the Service to be Medically Necessary and Medi-*



*cally Appropriate to diagnose or treat an Injury or Illness of a Covered Person.*” Also, the deductibles, copayment, coinsurance and stop-loss provisions of the Plan and the benefit period over which such limits are applied under the terms of the Plan shall apply to benefits described in Attachment B. References to similar limits under Attachment B shall not be read to duplicate deductible, co-payment or coinsurance requirements.

#### **19.1.1.6 References to “Wisconsin Law”**

For purposes of applying any provision of Attachment B that refers to benefits required to be provided under Wisconsin law or to benefits mandated under Wisconsin law, the term “Wisconsin law” (and any similar phrase) shall mean laws of the State of Wisconsin applicable to self-funded health plans of school districts.

#### **19.1.2 Cost to Teachers**

The Board shall pay the cost of such group hospitalization and surgical/medical benefit plan; provided, however, that effective as soon as possible after ratification of the agreement, members of the bargaining unit will contribute fifteen dollars (\$15.00) per month to the cost of single health insurance and thirty dollars (\$30.00) per month to the cost of family health insurance.

Effective with the 2004-05 school year, the employee premium will be adjusted annually by the same percentage as the change in the base teacher salary, unless such an adjustment is contrary to law.

Employee premium contribution increases will become effective in the same pay period as the base salary increase becomes effective.

#### **19.1.3 Prescription Drug Plan**

A prescription drug plan will be provided with a no deductible per generic prescription individual payment, during the term of this agreement and five dollars (\$5.00) deductible per brand prescription individual payment, during the term of this agreement. The District will issue prescription insurance plan cards to teachers as part of its prescription insurance plan. Teachers will be responsible for the deductible payment at the time of purchase.

#### **19.1.4 Wisconsin State Mandates**

The plan will include any Wisconsin state mandates for health care benefits that school districts are required to follow. The cost of any new benefits mandated by law during the term of this Agreement will be shared equally between the participants and the District.

### **19.2 Insurance Participation for Teachers on Leave**

Any teacher on a leave of absence will be eligible to participate in the group hospitalization and surgical/medical benefit plan provided s/he pays the full premium cost, except the payment may be waived as provided elsewhere in this Agreement.

### **19.3 Disability Benefit**

Within a reasonable period of time after this agreement is approved, the District shall provide disability benefits comparable to the revised CNA insurance policy as proposed by the Association.

#### **19.4 Group Life Insurance Plan**

##### **19.4.1 Teacher/Board Contributions**

The Board shall make available a Life Insurance Group Plan. Teachers shall pay the premium called for by the plan. The Board shall add an amount equal to thirty-two percent (32%) of the teacher contribution toward this plan.

##### **19.4.2 Comparable Plan**

The Board shall provide a plan comparable to that in effect August 24, 1988, during the term of this Agreement.

#### **19.5 Group Dental Benefit Plan**

The Board shall provide each teacher the opportunity to participate in a group dental benefit plan comparable to that in effect August 24, 1988. Participants will pay one dollar (\$1.00) per month per year for single coverage or three dollars (\$3.00) per month per year for family coverage through an automatic salary deduction established by the Payroll Department.

#### **19.6 Retirement Plan**

##### **19.6.1 Wisconsin Retirement System**

All teachers shall be included in the Wisconsin Retirement System.

##### **19.6.2 Board Contribution to Plan**

Effective with the date this agreement is approved, the Board shall pay to the Department of Employee Trust Funds, Wisconsin Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant, an amount equal to 6.2% of each participant's salary schedule, including extra-duty compensation, earnings, as well as summer school compensation covered by the statutes, all based on the following conditions:

###### **19.6.2.1 Payment by Member**

That for the purposes of said statutes, said payment by the Board shall be considered to have been made by the said participating members; and

###### **19.6.2.2 Not Monthly Compensation**

That said payments by the Board shall not be considered additional monthly compensation in computing the amount of the pension payable under the statutes.

##### **19.6.3 Reporting of Board Contributions**

Further, all such payments of contributions by the Board shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of participating employees, and all such payments of contributions made by the Board shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payments made by the Board shall not be considered municipality contributions.

**19.7 Tax Sheltered Annuities**

The Board shall make available payroll deductions for tax sheltered annuities, if allowed by law. (In addition to the normal contribution to the Wisconsin Retirement System, a teacher may, in lieu of compensation, have a tax sheltered annuity purchased by the District with the provision that the amounts for this annuity be currently non-taxable, the annuity itself being fully taxable upon receipt, if allowed by law.)

**19.7.1 T.S.A. Committee**

A committee consisting of two (2) employees appointed by the Association and the District's Benefits Supervisor and Payroll Supervisor (or two [2] other persons appointed by the Superintendent) will meet at times they may agree, to find a system to assure more prompt payment of tax sheltered annuity moneys to the T.S.A. providers after such is deducted from the employee's paycheck. The committee's report will be forwarded to the Superintendent and Board after such is completed.

**19.8 Liability Insurance**

The Board shall provide liability insurance which covers the cost of legal defense and judgments up to \$1,000,000 for tort liability incurred in the course of employment with the Board. In addition, the District shall defend all legal actions against a teacher which arise out of the performance or nonperformance of his/her regular duties, including, but not limited to, negligence or malpractice claims and which are not otherwise covered by the liability insurance provided by the Board, in accordance with sec. 895.46, Wisconsin Statutes.

**19.9 Early Retirement**

A teacher may retire early at age fifty-five (55) providing that the teacher has taught at least fifteen (15) years in the District. The fifteen (15) years of services shall be calculated as set out in Section 14.1 of the labor agreement. The retiring teacher shall be eligible for continuing hospital surgical/medical coverage subject to all terms and conditions of the hospital surgical/medical plan. The hospital surgical/medical coverage will be comparable to that in effect for active teachers as set out in this labor agreement.

For teachers retiring through August 31, 2004, there will be no cost to participants. Teachers whose retirement is effective on or after September 1, 2004 will make monthly contributions toward the health plan on the same basis as active teachers.

**19.9.1 Notification to the District**

Teachers wishing to avail themselves of this early retirement option must notify the Executive Director for Human Resources of such intention prior to April 15 of any year or no less than ninety (90) days prior to the start of the second semester when retirement is to be at the end of the first school semester.

**19.9.2 Early Retiree Spouse Insurance**

In the event of the death of the early retiree prior to the exhaustion of the early retiree's health insurance benefit provided by Section 19.9 above, the surviving spouse may continue single hospital surgical/medical coverage without cost providing such spouse was covered under the terms of the District hospital surgical/medical family coverage at the time of the retiree's death. This single coverage will terminate when the early retiree's family coverage retirement benefit would have ended had the early retiree survived or pursuant to the terms of the hospital surgical/medical plan, whichever results in an earlier

termination. The surviving spouse may be eligible to continue coverage at the surviving spouse's expense, if the hospital surgical/medical plan permits.

**19.10 IRS 125 and 129 Plans**

**19.10.1** The Board shall make available provide to teachers a program which implements the provisions of IRS 125 and 129 (commonly referred to as a "Cafeteria Plan") (to include but not limited to the ability to "shelter" insurance payments, day care costs, etc.).

**19.10.2** The Board shall include teacher benefits that qualify for the 125 shelter as presented by the Association so long as this inclusion is at no cost to the Board other than normal administrative costs.

**19.10.3** The District will make reasonable efforts to implement the Cafeteria Plan by October 1, 1992. The plan will be administered through an administrator of the District's choice.

## **20 DUES DEDUCTION & FAIR SHARE**

### **20.1 Association Membership**

The Association, as the exclusive representative of all the teachers in the bargaining unit, will represent all such teachers, Association and non-Association, fairly and equally, and all teachers in the unit will be required to pay, as provided in this Section, their fair share of the costs of representation by the Association. No teacher shall be required to join the Association or other labor organization, but membership in the Association shall be made available to all teachers who apply, consistent with the Association Constitution and Bylaws. No teacher shall be denied Association membership because of race, creed, color, sex, handicap or age.

### **20.2 Fair Share Payroll Deduction**

The Board agrees that effective thirty (30) days after the opening of school or for teachers hired after the opening of school, in which case thirty (30) days after the date of initial employment, for teachers who have not authorized deductions as provided in subsection 20.3 below, the Board will deduct from the biweekly [occurring every two (2) weeks] earnings of all such teachers in the collective bargaining unit an amount of money equivalent to the annual cost of representation certified by the Association as the current cost of representation uniformly required of all members of the Association, and pay the amounts to the Association as soon as possible after collection.

### **20.3 Membership Dues Payroll Deduction**

The Board shall deduct dues of members of the Association from the payroll checks of those who have authorized such deductions in writing. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director/Counsel of Employee Relations and the Executive Director of the Association prior to August 1 of any given year. The Association will certify to the Executive Director/Counsel of Employee Relations the amount of the biweekly dues deduction and the number of pay periods such is to be collected at least fifteen (15) days prior to the time the dues are first to be deducted. The Board will pay the amounts to the Association as soon as possible after collection.

### **20.4 Changes in Deduction Amounts**

Changes in the amount to be deducted as set forth in subsection 20.2 above shall be certified by the Association no less than fifteen (15) working days before the effective date of the change.

### **20.5 List of Deductions**

The Board will provide the Association with a list of teachers from whom deductions are made with each biweekly remittance to the Association.

### **20.6 Board's Liability for Deductions**

The Board's liability to the Association is limited to the collection of the funds herein specified and remittances to the Association in accordance with the procedures herein set forth.

### **20.7 Non-Members/Service Fee**

Any teacher, as of the effective date of this Agreement, who was exempt from paying dues, fair share or service fees under the previous Agreement, will remain in an exempt status if such is that teacher's choice. Any teacher, as of the effective date of this Agreement, who was required

to pay only a seventy-five dollar (\$75.00) service fee under the previous Agreement, will not be required to increase this payment under this Agreement if such is that teacher's choice.

### **20.8 Correction of Deductions**

Any error discovered with respect to the deduction of dues, fair share or service fee shall be brought to the attention of the Association and the Association shall make any necessary corrections and/or adjustments if such is its error. The District shall correct its errors by making appropriate adjustments in the next submission of funds to the Association. Such correction may require that adjustments with the approval of the Association be made to a paycheck of a teacher or teachers.

## **21 SICK LEAVE**

### **21.1 Number of Sick Leave Days**

Each regular, full-time teacher will be allowed ten (10) days of sick leave each school year if s/he is absent due to personal illness. Part-time teachers and teachers who have individual contracts of less than a full year will be allowed the sick leave benefit on a prorated basis.

### **21.2 Accumulation of Sick Leave Days**

The ten (10) days of sick leave will be credited at the beginning of each school year. Any unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days for each teacher.

### **21.3 Use of Accumulated Sick Leave**

A teacher requesting approval of the use of accumulated sick leave shall have a form completed by his/her licensed physician indicating the nature of his/her illness and shall forward such form to the Superintendent. A teacher need make only one (1) request per year for use of accumulated sick leave except in cases where the repeated use of accumulated sick leave exceeds five (5) consecutive work days. Upon receipt of the form, the Superintendent will present the request of this use of accumulated sick leave to the Board.

### **21.4 Accumulated Sick Leave Days Credit**

Upon beginning employment with the Board, a teacher previously employed by a school district as a full-time certified teacher shall receive as accumulated sick leave days, seventy percent (70%) of this total: ten (10) times (the teacher's step placement on the salary schedule); except that a teacher shall not receive more than the maximum number of accumulated sick leave days allowed under subsection 21.2.

### **21.5 Worker's Compensation Sick Leave Credit**

A teacher absent as a result of being injured while at work may supplement Worker's Compensation by taking accumulated sick leave in fractions (to the nearest tenth) of days. A maximum of up to ten (10) days sick leave credit in any one school year will be reinstated to offset sick leave taken for the purpose of supplementing Worker's Compensation during that year.

### **21.6 Accounting of Sick Leave**

Every teacher shall receive an accounting of sick leave usage annually.

## **22 LEAVE OF ABSENCE**

### **22.1 Short Term Leaves**

Leave of absence without loss of pay will be granted as follows:

#### **22.1.1 Funeral Leave**

A total of five (5) days will be allowed, when requested, for each death in the immediate family. This five (5) day leave may not extend beyond two (2) calendar days after the funeral. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, and any other person to whom the teacher stood in the mutually acknowledged relation of parent or child.

#### **22.1.2 Critical Illness Leave**

A total, not to exceed five (5) days in any one school year, may be allowed for absence due to the illness of members of the immediate family when the illness is critical and requires the immediate presence of the teacher. Such absence is not allowed to take care of a patient, but allowed only when the illness of a relative is considered at a crisis state requiring the attendance of the teacher. A doctor's statement may be requested to establish eligibility.

#### **22.1.3 Delivery/Adoption of Child Leave**

A teacher may be absent with pay no more than one (1) day to attend the delivery of his/her child. A teacher may be absent with pay no more than one (1) day for the adoption of his/her child.

#### **22.1.4 Emergency Leave**

Under extreme circumstances, emergency leave of not more than three (3) consecutive days may be granted a teacher at the sole discretion of the Superintendent upon written application by the teacher forwarded to the Superintendent via the teacher's principal or supervisor. The written application shall include details of the extreme circumstances which made the absence unavoidable.

#### **22.1.5 Personal Leave Days**

A teacher may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of fifty percent (50%) of his/her daily rate of pay as determined by subsection 18.9, upon condition that:

##### **22.1.5.1 Written Request**

The teacher submit a written request to his/her principal or other supervisor and the Executive Director of Human Resources at least three (3) days before the day s/he desires personal leave; and,

##### **22.1.5.2 Restriction of Days**

The teacher's request is not for a day immediately before or after either a holiday or recess period; and,



**22.1.5.3 Substitute Available**

The teacher's principal or other supervisor and the Human Resources Department can secure an adequate substitute if the principal or other supervisor deems a substitute is needed.

**22.1.6 Educational Conferences**

Absence to attend educational conferences and/or meetings will be permitted, pursuant to existing Board policy.

**22.2 Medical Leave of Absence**

A teacher who is unable to perform his/her regular duties due to illness automatically shall be placed on a medical leave of absence after s/he has used all accumulated sick leave; such leave shall extend at most for two (2) full semesters or until s/he is covered by Medicare, whichever is shorter; during this medical leave of absence, the teacher shall not receive any compensation except the teacher may continue existing participation in medical and life insurance with the Board paying the cost thereof.

**22.3 Long Term Leaves**

Leave of absence without compensation will be granted as follows:

**22.3.1 Educational Leave – Non-Tenured Teacher**

A non-tenured teacher will be granted up to a one (1) school year leave of absence for educational purposes.

**22.3.2 Educational Leave – Tenured Teacher**

A tenured teacher will be granted up to two (2) school years leave of absence for educational purposes.

**22.3.3 Travel Leave**

A teacher will be granted a one (1) year leave of absence for purposes of travel.

**22.3.4 Child Rearing Leave**

For a teacher who desires a child rearing leave which will begin as of the teacher's last day of work (sick leave usage shall be considered a day of work for purposes of this section) and may last for up to two (2) complete semesters after the semester during which such leave begins. If a vacant position is not available at the end of two (2) full semesters, then the leave shall be extended and the teacher shall be offered the next vacant position for which s/he qualifies. If the teacher does not return to the vacant position, the teacher's employment shall be terminated.

**22.3.5 Association Leave**

For a teacher who is appointed to a full-time position with the Association, except that such leave shall not be extended beyond a total of five (5) years.

**22.3.6 Service in Political Office Leave**

For service in a local, state, or federal political office except that leaves granted for this purpose shall not be for less than the remainder of the semester in which the leave is started nor for more than five (5) years.

**22.3.7 Personal Leave of Absence**

The Human Resources Department may grant the request of a full-time teacher for a personal leave of absence up to one (1) school year so long as no other leave of absence provision set forth in Section 22 applies.

**22.3.8 Temporary Assignment to Part-Time Teacher**

The Human Resources Department may grant the request of a full-time teacher to be temporarily assigned to a part-time position for up to one (1) school year; such teacher shall return to a full-time position at the end of the temporary assignment.

**22.3.9 Return from Leave of Absence**

A teacher returning from a leave of absence will be placed on the salary schedule at the step and level for which s/he qualifies. All sick leave previously accumulated shall be reinstated.

**22.4 Association Business Leave**

Teachers shall be excused for Association business without loss of salary. The Association shall reimburse the District for the cost of the substitute(s) when utilized. The Association will make reasonable effort to submit, in writing, such leave requests at least three (3) days prior to the release date. All requests will be made by the Executive Director of the Association. When such leave is to provide a benefit to the District, as well as the Association, the release will be made at no substitute cost to the Association. The Superintendent shall determine whether a benefit to the District can be expected. At no time shall such release be utilized by the Association for a concerted effort toward a job action. Such requests can be denied when qualified substitutes are not available and the Superintendent determines that substitutes are necessary. No more than twelve (12) teachers may be released at any one time unless such is mutually agreed upon by the parties.

## **23 CITIZENSHIP RESPONSIBILITIES**

### **23.1 Jury Duty**

A teacher who loses time from work to serve on a jury will be paid the difference between any fees s/he received for such service and his/her regular compensation. To qualify for this benefit, the teacher must obtain an official record of jury service dates and fees and must present the record to his/her principal or supervisor.

### **23.2 Political Rights**

All teachers will be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussion of political issues, campaigning for candidates, and running for and serving in public office.

### **23.3 Restriction of Political Promotion**

Teachers shall not use their instructional prerogative to promote political candidates, parties, or activities.

### **23.4 Service in Reserve/Guard**

A teacher who is a member of the U.S. Armed Forces Reserve or Wisconsin National Guard and is called for short-term emergency duty shall receive the difference between his/her Reserve or Guard pay and his/her regular teacher's salary for no more than ten (10) school days.

### **23.5 Attendance at Conventions/Meetings (Political Office)**

The Superintendent of Schools at his/her sole discretion may grant a teacher the difference between any remuneration due from municipal or county office and his/her salary when s/he attends infrequent conventions, meetings, or hearings directly related to the responsibilities of his/her office.

## **24 CURRICULUM & INSTRUCTION**

### **24.1 Development of Curriculum and Instruction**

The Board and the Association recognize the important role the teachers play in the development of curriculum and instruction if a quality education program is to be attained.

### **24.2 Recommendations to Board**

The Board and the Association will insure the continuing participation of teachers in an advisory capacity on committees which are formed for making recommendations to the Board concerning, but not limited to, the following:

- Text and supplementary materials
- Courses or curricula for teaching
- Student-teacher roles
- Pupil progress reporting and student records

### **24.3 Teacher Attendance**

When a teacher representative of the Association is mutually scheduled to meet during the school day on any District committee discussing items of curriculum and instruction, a substitute teacher shall be provided and the teacher shall suffer no loss in pay.

## **25 JOINT JOB DESCRIPTION COMMITTEE**

### **25.1 Committee Members**

A Joint Job Description Committee will be established which consists of the following members:

- Executive Director of Human Resources, who shall serve as chairperson
- Two (2) District representatives as designated by Executive Director of Human Resources
- Three (3) persons as designated by the Executive Director of the Association; one (1) of which shall serve as the vice-chairperson.

### **25.2 Committee Charge**

The Committee is charged with writing a job description of positions if either the Association, the administrative staff, or the Board requests a definition or redefinition of a position.

### **25.3 Recommendation to Board**

The Committee shall make a recommendation to the Board for its approval.

### **25.4 Requests to Committee/Meeting Time**

Requests for a job description shall be made in writing to the chairperson of the Job Description Committee. S/he shall call a meeting within ten (10) school days upon receipt of the request.

## **26 ADMINISTRATIVE REASSIGNMENT TO A POSITION WITHIN THE UNIT**

### **26.1 Administrator Return Rights**

In the event that an administrator is not assigned to an administrative position, the administrator may be assigned to a teaching position for which s/he may be qualified and certified. The administrator's right to such position shall be the same as any other teacher under the terms of this Agreement. The administrator's length of service shall be as defined in LENGTH OF SERVICE. The administrator so returned shall be placed on the level and step of the salary schedule for which s/he is qualified. The provisions of FAIR SHARE paragraphs as applicable but not subsection 20.7 shall apply to any administrator so reassigned.

## **27 MISCELLANEOUS**

### **27.1 Association Bulletin Boards**

The Association shall have a bulletin board in each building where bargaining unit members are assigned. The postings on the bulletin board shall be under the exclusive control of the Association.

### **27.2 Association Announcements**

Brief announcements of Association meetings, reminders, and requests may be read over the intercom system in each building. Such announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the school bulletins.

### **27.3 Intra-School Communication**

#### **27.3.1 School Mail**

The Association shall have the right, to the extent permitted by law, to use the school mail. In the event that the District believes that the Association has used the school mail contrary to the extent permitted by law, the District and the Association agree to select an arbitrator from a WERC panel and arbitrate the issue. In the event the arbitrator determines that the Association has used school mail contrary to the extent permitted by law, Section 27.3.1 will be null and void and will not be part of the status quo for future bargains. The expenses of the arbitration will be divided equally between the parties.

#### **27.3.2 Mailboxes**

The Association shall have the right to place material in the mailboxes of bargaining unit members. The material must be identified as coming from the Association. Furthermore, an informational copy of all such materials must be placed in the mailbox of the principal.

#### **27.3.3 Scheduling of Meetings**

The Association shall have the right to schedule meetings of its bargaining unit members in the school buildings before or after the teacher work day and during the duty free lunch period providing such meetings do not conflict with mandatory District assignments/meetings and providing that space is available.

#### **27.3.4 Notices of Decisions at Staff Meetings**

Decisions made at building staff meetings that affect bargaining unit members shall be posted or published. Publications may include daily bulletins or weekly bulletins. Minutes of said meetings, if taken, shall be available for inspection by the Association upon request.

### **27.4 School Visits by the Association**

Upon notification to the school principal, or in the principal's absence to the acting administrator, the Board shall permit the Executive Director of the Association or the Executive Director's designated representative to visit the schools for any purpose relating to the terms and conditions of this agreement provided that such visitation does not interfere with normal teaching duties of the teacher interviewed. If conferences of teachers or other bargaining unit members are necessary, they shall be scheduled as to not interfere with the instructional program. The Association's representative shall report to the school office immediately upon arrival.

## **27.5 Records and Information**

A copy of the official agenda of the regular Board meeting, and any such related attachments, will be given to the Association prior to said meeting and at approximately the same time that it is provided to the Board. Also, the Association will be provided with copies of all documents related to the agenda not otherwise included with the agenda prior to or during such meeting and as soon as reasonably practical. This excludes all documents that are privileged or protected by law from disclosure.

## **27.6 Building Safety**

### **27.6.1 Protection of Students/Employees**

The Board and the Association agree that it is important to protect the health, safety and well-being of students and employees. All bargaining unit employees are encouraged to bring apparent safety problems to the attention of the building administrator.

### **27.6.2 Health/Physical Safety**

No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety in the event such determination is made by the proper public safety official.

### **27.6.3 Reimbursement for Personal Property Damage**

The Board shall reimburse teachers for the reasonable value of any clothing or personal property damaged or destroyed as the result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

## **27.7 Payroll Deduction for Other Items**

Any change in the payroll deduction of professional dues and other items concerning individual teacher welfare, i.e., Educator's Credit Union, bank deposit plans, savings bonds, etc., from those in use on the effective date of this Agreement, shall be accomplished upon request of the Association and by a withholding plan acceptable to the Business Office.

## **27.8 Names and Addresses – New Teachers**

Names and addresses of newly hired teachers shall be provided to the Association within ten (10) working days after the District receives the teacher's signed individual contract. The term "working days" as used in this subsection shall mean any week day except Saturday and Sunday, except those week days on which a holiday falls.

## **27.9 Contract Distribution**

Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to each teacher in the District and two hundred (200) copies to the Association.

## **27.10 Physical/Occupational Therapists Release Time**

Physical Therapists and Occupational Therapists shall have equivalent release time for professional meetings in place of the inservice state teachers' convention.



**27.11 Student Treasury Advisor**

A student treasury advisor shall work without additional compensation the time necessary at the close of a school session in order to properly close the account books.

**27.12 Liquidated Damages**

Teachers who resign from their individual teaching contracts for other than health or retirement purposes shall forfeit two hundred dollars (\$200) if the resignation is received between August 1 and October 1. Release from individual contracts after October 1 shall be at the discretion of the Board. The collection of liquidated damages by the District shall not affect its contractual obligation to collect the balance of the Association's dues or fair share payable to the Association at the time of such teachers' resignations. The District is not, however, obligated to collect dues or fair share obligations if the salaries due and owing the teachers are insufficient.

**27.13 Charter Schools**

The parties agree that all charter schools that are instrumentalities of the District will be governed by the provisions in this Agreement unless modified or waived by mutual, written agreement.

## **28 ENTIRE AGREEMENT**

### **28.1 Full and Complete Agreement**

This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto.

### **28.2 Invalid by Operation of Law**

If any section or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such section or part.

### **28.3 Negotiate Impact of Board Decisions/Rules/Policies**

Changes in Board decisions, rules or policies which affect the wages, hours or conditions of employment shall be transmitted to the Association in writing and the impact thereof shall be subject to negotiations between the parties at reasonable times during the term of this Agreement. When said negotiations are required, this Agreement shall be amended or modified to incorporate any agreement(s) reached in said negotiation.

## 29 DURATION

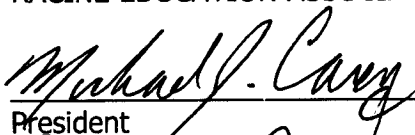
### 29.1 Duration Dates


This Agreement shall be binding upon the parties hereto and shall be in full force and effect from July 1, 2003, through June 30, 2005. It shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless either party, prior to January 1 of any year, notifies the other party in writing of a desire to negotiate a changed Agreement.

### 29.2 Witness Signatures

IN WITNESS WHEREOF, we have hereunto set our signatures this 20<sup>th</sup> day of January, 2004.

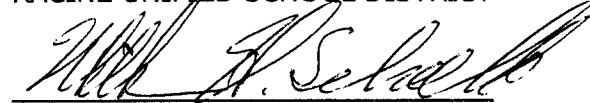
RACINE EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Chairperson, Welfare Committee

RACINE UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
President, Board

  
\_\_\_\_\_  
Clerk, Board



### 30 2003-04 SALARY SCHEDULES (Appendix A)

#### 30.1 Teachers Salary Schedule

BASIC SALARY SCHEDULE FOR TEACHERS						
Level of Preparation	IV BA	V BA+12	VI BA+24	VII MA	VIII MA+12	IX MA+24
Ratio	1.00	1.03	1.06	1.10	1.13	1.16
Step 1.0	28,318	29,169	30,016	31,149	31,998	32,847
2.0	29,449	30,333	31,215	32,395	33,276	34,160
3.0	30,582	31,499	32,419	33,642	34,559	35,477
4.0	32,778	33,762	34,743	36,056	37,039	38,021
5.0	33,910	34,927	36,097	37,457	38,477	39,498
6.0	35,041	36,097	37,445	38,860	39,919	40,979
7.0	36,172	37,261	38,796	40,259	41,358	42,621
8.0	37,308	38,425	40,147	41,661	42,796	44,264
9.0	38,441	39,593	41,348	44,466	45,678	47,220
10.0	39,574	40,762	42,551	45,886	47,277	48,862
11.0	40,705	41,927	43,748	47,269	48,877	50,504
12.0	41,837	43,093	44,951	48,670	50,479	52,145
13.0	42,973	44,262	46,151	50,073	52,078	53,788
14.0	44,104	45,429	47,349	51,474	53,676	55,432

#### 30.2 Psychologists Salary Schedule

BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS			
	A-Psych I	B-Psych II	C-Psych III
1.0	40,705	42,336	
2.0	42,740	44,030	
3.0			46,118
4.0			48,809
5.0			51,495
6.0			54,179
7.0			56,871
8.0			59,553

**31 2004-05 SALARY SCHEDULES (Appendix B)****31.1 Teachers Salary Schedule -- Semester 1 effective July 1, 2004**

<b>BASIC SALARY SCHEDULE FOR TEACHERS</b>						
<b>Level of Preparation</b>	<b>IV BA</b>	<b>V BA+12</b>	<b>VI BA+24</b>	<b>VII MA</b>	<b>VIII MA+12</b>	<b>IX MA+24</b>
<b>Ratio</b>	<b>1.00</b>	<b>1.03</b>	<b>1.06</b>	<b>1.10</b>	<b>1.13</b>	<b>1.16</b>
<b>Step 1.0</b>	28,318	29,169	30,016	31,149	31,998	32,847
<b>2.0</b>	29,449	30,333	31,215	32,395	33,276	34,160
<b>3.0</b>	30,582	31,499	32,419	33,642	34,559	35,477
<b>4.0</b>	32,778	33,762	34,743	36,056	37,039	38,021
<b>5.0</b>	33,910	34,927	36,097	37,457	38,477	39,498
<b>6.0</b>	35,041	36,097	37,445	38,860	39,919	40,979
<b>7.0</b>	36,172	37,261	38,796	40,259	41,358	42,621
<b>8.0</b>	37,308	38,425	40,147	41,661	42,796	44,264
<b>9.0</b>	38,441	39,593	41,348	44,466	45,678	47,220
<b>10.0</b>	39,574	40,762	42,551	45,886	47,277	48,862
<b>11.0</b>	40,705	41,927	43,748	47,269	48,877	50,504
<b>12.0</b>	41,837	43,093	44,951	48,670	50,479	52,145
<b>13.0</b>	42,973	44,262	46,151	50,073	52,078	53,788
<b>14.0</b>	44,104	45,429	47,349	51,474	53,676	55,432

**31.2 Psychologists Salary Schedule -- Semester 1 effective July 1, 2004**

<b>BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS</b>			
	<b>A-Psych I</b>	<b>B-Psych II</b>	<b>C-Psych III</b>
<b>1.0</b>	40,705	42,336	
<b>2.0</b>	42,740	44,030	
<b>3.0</b>			46,118
<b>4.0</b>			48,809
<b>5.0</b>			51,495
<b>6.0</b>			54,179
<b>7.0</b>			56,871
<b>8.0</b>			59,553

**31.3 Teachers Salary Schedule -- Semester 2 effective January 25, 2005**

<b>BASIC SALARY SCHEDULE FOR TEACHERS</b>						
<b>Level of Preparation</b>	<b>IV BA</b>	<b>V BA+12</b>	<b>VI BA+24</b>	<b>VII MA</b>	<b>VIII MA+12</b>	<b>IX MA+24</b>
<b>Ratio</b>	<b>1.00</b>	<b>1.03</b>	<b>1.06</b>	<b>1.10</b>	<b>1.13</b>	<b>1.16</b>
<b>Step 1.0</b>	29,168	30,044	30,916	32,083	32,958	33,832
<b>2.0</b>	30,332	31,243	32,151	33,367	34,274	35,185
<b>3.0</b>	31,499	32,444	33,392	34,651	35,596	36,541
<b>4.0</b>	33,761	34,775	35,785	37,138	38,150	39,162
<b>5.0</b>	34,927	35,975	37,180	38,581	39,631	40,683
<b>6.0</b>	36,092	37,180	38,568	40,026	41,117	42,208
<b>7.0</b>	37,257	38,379	39,960	41,467	42,599	43,900
<b>8.0</b>	38,427	39,578	41,351	42,911	44,080	45,592
<b>9.0</b>	39,594	40,781	42,588	45,800	47,048	48,637
<b>10.0</b>	40,761	41,985	43,828	47,263	48,695	50,328
<b>11.0</b>	41,926	43,185	45,060	48,687	50,343	52,019
<b>12.0</b>	43,092	44,386	46,300	50,130	51,993	53,709
<b>13.0</b>	44,262	45,590	47,536	51,575	53,640	55,402
<b>14.0</b>	45,427	46,792	48,769	53,018	55,286	57,095

**31.4 Psychologists Salary Schedule -- Semester 2 effective January 25, 2005**

<b>BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS</b>			
	<b>A-Psych I</b>	<b>B-Psych II</b>	<b>C-Psych III</b>
<b>1.0</b>	41,926	43,606	
<b>2.0</b>	44,022	45,351	
<b>3.0</b>			47,502
<b>4.0</b>			50,273
<b>5.0</b>			53,040
<b>6.0</b>			55,804
<b>7.0</b>			58,577
<b>8.0</b>			61,340

1. *Chrysomelidae*

2. *Curculionidae*

3. *Chrysomelidae* (continued)

4. *Chrysomelidae* (continued)

5. *Chrysomelidae* (continued)

6. *Chrysomelidae* (continued)

7. *Chrysomelidae* (continued)

8. *Chrysomelidae* (continued)

9. *Chrysomelidae* (continued)

10. *Chrysomelidae* (continued)

11. *Chrysomelidae* (continued)

12. *Chrysomelidae* (continued)

13. *Chrysomelidae* (continued)

14. *Chrysomelidae* (continued)

15. *Chrysomelidae* (continued)

16. *Chrysomelidae* (continued)

17. *Chrysomelidae* (continued)

18. *Chrysomelidae* (continued)

19. *Chrysomelidae* (continued)

20. *Chrysomelidae* (continued)

21. *Chrysomelidae* (continued)

22. *Chrysomelidae* (continued)

23. *Chrysomelidae* (continued)

24. *Chrysomelidae* (continued)

25. *Chrysomelidae* (continued)

26. *Chrysomelidae* (continued)

27. *Chrysomelidae* (continued)

28. *Chrysomelidae* (continued)

29. *Chrysomelidae* (continued)

30. *Chrysomelidae* (continued)

31. *Chrysomelidae* (continued)

32. *Chrysomelidae* (continued)

33. *Chrysomelidae* (continued)

34. *Chrysomelidae* (continued)

35. *Chrysomelidae* (continued)

36. *Chrysomelidae* (continued)

37. *Chrysomelidae* (continued)

38. *Chrysomelidae* (continued)

39. *Chrysomelidae* (continued)

40. *Chrysomelidae* (continued)

41. *Chrysomelidae* (continued)

42. *Chrysomelidae* (continued)

43. *Chrysomelidae* (continued)

44. *Chrysomelidae* (continued)

45. *Chrysomelidae* (continued)

46. *Chrysomelidae* (continued)

47. *Chrysomelidae* (continued)

48. *Chrysomelidae* (continued)

49. *Chrysomelidae* (continued)

50. *Chrysomelidae* (continued)



## **32 NURSES (Appendix C)**

The following sections of the 2003-05 Teacher Labor Agreement will be applicable to nurses (health care coordinators):

Sections 1, 3, 4, 5, 6, 8, 9, 10.6, 10.6.1, 10.7, 10.8, 10.9, 10.9.1, 11, 13, 14.2, 15.1, 16.1, 16.2, 16.12, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6.1, 19.6.3, 19.7, 19.8, 19.9, 19.10, 20, 21.2, 21.3, 21.5, 21.6, 22.1.1, 22.1.2, 22.1.3, 22.1.4, 22.1.5.1, 22.1.5.2, 22.1.5.3, 22.1.6, 23, 24, 25, 26, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28, 29

All sections and subsections apply except for Sections 10, 14, 15.1, 16, 19, 21, 22 and 27. In these sections only those subsections listed above apply.

### **Sections and Subsections that will also be part of the Addendum**

## **2 RECOGNITION CLAUSE**

**2.2** The Wisconsin Employment Relations Commission, on the 5<sup>th</sup> of November 1997, accreted health care coordinators into the teacher bargaining group as described in the certification instrument (Case 1, No. 54328, ME-(U/C) 848: Decision No. 7053-F). The term "nurse" when used hereinafter in this addendum shall refer to all health care coordinators as described in the certification document numbered above.

## **7 TENURE & FAIR DISMISSAL**

### **7.1 Probationary Nurses**

All nurses shall be employed on probation for three years. A probationary nurse may be terminated without good cause. A probationary nurse whose employment is terminated shall receive two (2) weeks' severance pay at the discretion of the Executive Director of Human Resources.

### **7.2 Good Cause for Discharge of Nurse**

A nurse whose employment is no longer probationary shall not be discharged except for good cause as stated in a written charge based on fact.

### **7.3 Discharge of Nurse**

The discharge of a nurse shall be subject to the grievance procedure starting at Level Three.

### **7.4 Probationary Period/Return from Leave**

A nurse who has served his/her probationary period and returns from an approved leave of absence will not need to serve another probationary period.

### **7.5 Probationary Period/Less Than Half-Time Employee**

Nurses who work less than half-time will remain on probation for five (5) years.

## **10 HOURS & OTHER WORKING CONDITIONS**

### **10.1 Hours of Work Defined**

The working schedule for a full-time nurse shall be eight (8) hours per day. Nurses may be assigned to a less than a full-time schedule. Nurses working four (4) hours per day or more will receive a thirty (30) minute, duty-free paid lunch within their work schedule. The District will

establish such hours. Starting and ending times will approximate the school day and will be set by the District. If the nurse's lunch is interrupted, the nurse may take the balance of the lunch time during the remainder of the workday or additional time at the end of the work day.

## **10.2 Workday Preparation**

The Supervisor of Nursing Services, working with the nurses, will adjust the regular workday so that the nurses have a reasonable amount of time to prepare for their health care duties.

## **10.3 Work Year Defined**

**10.3.1** Nurses may be required to work at least 185 days. These days will be days that classroom teachers are required to work excluding WEAC Convention days.

**10.3.2** In addition, nurses will be provided the opportunity to make use of up to two (2) paid professional development days for the purpose of attending an educational opportunity. The supervisor of nursing services and the nurse must agree on the professional development days and the educational opportunity. The District will pay the registration fees associated with the educational opportunity, as well as any mileage incurred at the applicable IRS rate.

**10.3.3** Some nurses may be assigned to work during summer school, which would increase the required work year to 209 days. Nurses who work in the year-round school may work in excess of 209 days.

## **14 LENGTH OF SERVICE**

### **14.1 Definition of Length of Service**

Length of service means the length of continuous service with the District in a position requiring Professional Wisconsin DPI certification or length of continuous service in a position within the teacher bargaining group, whichever is longer. Length of service will be measured in full-time equivalent years from the most recent date of employment. All part-time service is prorated to full-time equivalency. Length of service will not accrue during layoff or unpaid leave. Service beyond the regular school day and/or regular school year shall not count toward length of service.

Length of service in the case of Health Care Coordinators means the length of continuous service with the District from the original date of hire in a Health Care Coordinator position.

## **15 ASSIGNMENT & TRANSFER**

Nurses shall be assigned to a single school or a group of schools as the needs of the District may warrant. Such assignments will be made at the start of each semester but may be adjusted if the health care needs of the District change.

## **16 EVALUATIONS**

### **16.3 Number of Evaluations**

Nurses will be evaluated at least once during the work year.

### **16.4 Designated Evaluator**

The designated evaluator will be the administrator in charge of nurses.

### **16.5 Meeting with Evaluator**

The evaluator and the nurse will meet periodically to discuss ways to improve work performance.

**16.6 Meetings to Improve Performance**

Nurses in their first year with the District and nurses who have not received an average or better evaluation in the past year will be required to meet more often with their evaluator in order to discuss ways of improving their performance.

**19 INSURANCE & RETIREMENT****19.6.2 Board Contribution to Plan**

Effective with the date this agreement is approved, the Board shall pay to the Department of Employee Trust Funds, Wisconsin Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant. Such amount is currently 5.8% of each participant's total yearly earnings.

**19.6.2.1 Payment by Member**

That for the purposes of said statutes, said payment by the Board shall be considered to have been made by the said participating members; and

**19.6.2.2 Not Monthly Compensation**

That said payments by the Board shall not be considered additional monthly compensation in computing the amount of the pension payable under the statutes.

**21 SICK LEAVE****21.1 Number of Sick Leave Days**

Nurses may accumulate sick leave at the rate of ten (10) days of sick leave each school year. For less than full-time nurses, sick leave is credited and used on the basis of the schedule percentage of full-time hours. At the end of the school year, the sick leave balance will be adjusted to reflect a proration based upon actual hours worked.

**21.1.1** Sick leave may be taken when a nurse is absent due to personal illness.

**21.4 Accumulated Sick Leave Days Credit**

A nurse who has accumulated sick leave while employed as a nurse at another school district shall receive as accumulated sick leave days, seventy percent (70%) of this total except that a nurse shall not receive more than the maximum number of days allowed to be accumulated under Section 21.1.2.

**22 LEAVE OF ABSENCE****22.1 Short Term Leaves**

Leave of absence without loss of pay will be granted as follows:

**22.1.5 Personal Leave Days**

A nurse may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of fifty percent (50%) of his/her daily rate of pay upon condition that:

### **22.1.6 Educational Conferences**

Absence to attend educational conferences and/or meetings will be permitted pursuant to existing Board policy.

## **22.2 Medical Leave of Absence**

A nurse who is unable to perform his/her regular duties due to illness automatically shall be placed on a medical leave of absence after s/he has used all accumulated sick leave; such leave shall extend at most for two (2) full semesters or until s/he is covered by Medicare, whichever is shorter; during this medical leave of absence, the nurse shall not receive any compensation except the nurse may continue existing participation in medical and life insurance with the Board paying the cost thereof. This provision does not modify the benefits associated with leaves of absence as provided by the Family and Medical Leave Act.

## **22.3 Long Term Leaves**

Leave of absence without compensation will be granted as follows:

### **22.3.1 Educational Leave – Non-Tenured Nurse**

A nurse with less than three (3) years of service will be granted up to a one (1) school year leave of absence for educational purposes.

### **22.3.2 Educational Leave – Tenured Nurse**

A nurse with three (3) years or more of service will be granted up to two (2) school years leave of absence for educational purposes.

### **22.3.3 Travel Leave**

A nurse will be granted a one (1) year leave of absence for purposes of travel.

### **22.3.4 Child Rearing Leave**

For a nurse who desires a child rearing leave which will begin as of the nurse's last day of work (sick leave usage shall be considered a day of work for purposes of this section) and may last for up to two (2) complete semesters after the semester during which such leave begins. If a vacant position is not available at the end of two (2) full semesters, then the leave shall be extended and the nurse shall be offered the next vacant position for which s/he qualifies. If the nurse does not return to the vacant position, the nurse's employment shall be terminated.

### **22.3.5 Association Leave**

For a nurse who is appointed to a full-time position with the Association, except that such leave shall not be extended beyond a total of five (5) years.

### **22.3.6 Service in Political Office Leave**

For service in a local, state, or federal political office except that leaves granted for this purpose shall not be for less than the remainder of the semester in which the leave is started nor for more than five (5) years.

### **22.3.7 Personal Leave of Absence**

The Human Resources Department may grant the request of a full-time nurse for a personal leave of absence up to one (1) school year so long as no other leave of absence provision set forth in Section 22 applies.

### **22.4 Association Business Leave**

Nurses shall be excused for Association business without loss of salary. The Association shall reimburse the District for the cost of the substitute(s) when utilized. The Association will make reasonable effort to submit, in writing, such leave requests at least three (3) days prior to the release date. All requests will be made by the Executive Director of the Association. When such leave is to provide a benefit to the District, as well as the Association, the release will be made at no substitute cost to the Association. The Superintendent shall determine whether a benefit to the District can be expected. At no time shall such release be utilized by the Association for a concerted effort toward a job action. Such requests can be denied when qualified substitutes are not available and the Superintendent determines that substitutes are necessary. No more than two (2) nurses may be released at any one time unless such is mutually agreed upon by the parties.

### **32.1 Nurses Salary Schedule**

<b>BASIC SALARY SCHEDULE FOR NURSES 2003-04</b>		
	<b>BSN</b>	<b>MSN</b>
<b>1.0</b>	21.04	21.68
<b>2.0</b>	21.68	22.32
<b>3.0</b>	22.32	23.00
<b>4.0</b>	23.00	23.68
<b>5.0</b>	23.68	24.40
<b>6.0</b>	24.40	25.13
<b>7.0</b>	25.13	25.89

<b>BASIC SALARY SCHEDULE FOR NURSES 2004-05 Semester 1 - Effective July 1, 2004</b>			<b>BASIC SALARY SCHEDULE FOR NURSES 2004-05 Semester 2 -- Effective January 25, 2005</b>		
	<b>BSN</b>	<b>MSN</b>		<b>BSN</b>	<b>MSN</b>
<b>1.0</b>	21.04	21.68	<b>1.0</b>	21.67	22.33
<b>2.0</b>	21.68	22.32	<b>2.0</b>	22.33	22.99
<b>3.0</b>	22.32	23.00	<b>3.0</b>	22.99	23.69
<b>4.0</b>	23.00	23.68	<b>4.0</b>	23.69	24.39
<b>5.0</b>	23.68	24.40	<b>5.0</b>	24.39	25.13
<b>6.0</b>	24.40	25.13	<b>6.0</b>	25.13	25.88
<b>7.0</b>	25.13	25.89	<b>7.0</b>	25.88	26.67

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### **33 CLASS SIZE REDUCTION PROGRAMS (Appendix D)**

The purpose of this section is to implement the class size reduction program (SAGE).

1. If there isn't enough classroom space available in the SAGE school, teachers within the grade level selected may volunteer to team teach in the newly created position. Should more than one teacher volunteer, the selection will be made on the basis of seniority.
2. If there are insufficient volunteers within the building, all selected positions that are to be team taught will be posted as per Section 15.4 (Vacancy Notices Posted) and selected as per Section 15.3 (Voluntary Assignment Criteria) of the Teacher's Labor Agreement.
3. All positions that will require teaming will be posted as units. Teams of two (2) teachers will post for the various units.
4. The two teachers who will be teaming will make the decision as to how the class will be structured. (For example, will all subjects be taught together? Will one teacher teach language arts and reading while the other one teaches science and math, etc.)
5. The team will be responsible for all parent/teacher conferences, grade reports and daily attendance.
6. Daily planning and/or weekly team meetings will occur depending on the structure of the class.
7. Supervision will be assigned as a team with consideration given to protecting team planning time.
8. The team will be evaluated as a team under Section 16 of the Teachers' Labor Agreement.
9. The senior teacher on the team shall be the "Lead Teacher."
10. All classes must be heterogeneously grouped as per District guidelines.
11. Special education students will be counted in the total number that's allotted for a particular grade (i.e., If the student is mainstreamed more than 50% of the time, s/he will be counted as 1.0. If the mainstreaming occurs less than 50% of the time, s/he will be counted as .50.)
12. In team situations, Section 10.1.7 does not apply.
13. Specialists' loads will not exceed a ratio of 30 to 1.
14. If one of the team members is absent, a substitute will be secured.
15. Once a teacher transfers into a teaming position, that person must remain for a minimum of that school year before a transfer may occur.

This section will be null and void in the event the District no longer participates in the SAGE program or the SAGE program is modified in any significant way after the date of this agreement.

This same procedure, where applicable, will apply to the Federal Class Size Reduction Program (Clinton).

### **34 BONUS PAYMENT (Appendix E)**

Should the premium equivalent for 2004-05 increase by less than 17.89%, the difference between the actual increase and 17.89% will be paid as cash bonuses to those teachers who were on the active payroll in the second semester of the 2003-04 school year.

The payments will be made no later than October 15, 2004. The amount of the bonus will be in equal amounts on an FTE basis, without regard to salary level.

If the total sum available for bonuses is less than one thousand six hundred dollars (\$1,600.00), no bonus will be paid.



### **35 SEMESTER 1 ELEMENTARY SCHOOL RECORDS DAYS (Appendix F)**

All elementary teachers will, for the Semester 1 grading in the 2003-04 and 2004-05 school years, submit separate grade report forms (in addition to those submitted by the home room teacher). No elementary teacher will share Semester 1 grading forms.

The report forms will be provided to the home room teacher within a reasonable period after Records Day, which shall be made known to the teachers by their respective building principals.

The final early release date in each year will be used by elementary teachers to combine data onto a single grading form. Elementary teachers will be required to be in attendance on these days. Time spent combining data will not be reported on the 30 hour time sheets.

This agreement sunsets on June 30, 2005 and does not establish a precedent.

### **36 PARENT/TEACHER CONFERENCES (Appendix G)**

1. All schools will conduct parent/teacher conferences not to exceed five (5) full days and three (3) half days (these would be in lieu of the two and one-half days traditionally available in November). On a school by school option, up to two (2) of these half days may be used as record days to be held at the end of the first and/or third quarters. At the Year-Round School, the option would be to use one-half day as a Record's Day at the end of the first trimester.
2. The decision on the number of days will be made annually by agreement between the building principal and the teaching staff.
3. Agreement of the teaching staff will be through a vote of the majority of teaching staff to be conducted prior to September 5<sup>th</sup> of each year. The vote will be by paper ballot conducted jointly by the building principal and the Association president or their designees.
4. If the teaching staff and the principal do not agree on the number of days: the decision will be made by the Superintendent of Schools no later than September 8<sup>th</sup>.
5. The principal and the teaching staff shall recommend which days the parent/teacher conferences shall be held. The District may modify the actual calendar dates on which conferences will fall for purposes of economic efficiencies.
6. Conferences will be scheduled on calendar school days.
7. Teachers will modify their regular daily schedule to provide parents available time to attend conferences.
8. Teachers will be available at school the same total number of hours that they are required to spend when school is in session.

This Agreement will expire July 1, 2004, but may be renewed by written agreement of the parties prior to that time and will not constitute part of the status quo ante. The parties will exchange initial offers regarding a successor agreement no later than April 1, 2004, and shall thereafter negotiate changes to the Contract/Side Agreement. If the parties are unable to reach mutual agreement on Parent/Teacher Conferences for the 2004-05 school year, the format will revert to that set out in the 2001-03 Collective Bargaining Agreement.

#### **ADDENDUM TO AGREEMENT ON PARENT/TEACHER CONFERENCES**

On a school-by-school basis, the principal, working with the teaching staff, shall determine whether an additional half-day of kindergarten each semester would be beneficial and appropriate for that school.